

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT FIRE FIGHTERS ASSOCIATION

1998 - 2001

**1998-2001 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND
THE DETROIT FIRE FIGHTERS ASSOCIATION**

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AGREEMENT

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

PURPOSE AND INTENT

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

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

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

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 Human Resources 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 this Agreements.
- 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 the 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. This 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 to 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 thirty (30) calendar day period immediately preceding the expiration date of the 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/she 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 authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues 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 supervisor, 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 supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or the 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.

Step 4

If the grievance is not satisfactorily settled at Step 3, the grievance may be appealed by the Executive Board to the Labor Relations Director or designated representative. A meeting to discuss the grievance shall be held between said parties within ten (10) days after receipt of the grievance, and a written decision rendered within ten (10) 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 6-K, infra. In no event shall such adjustments be contrary to or inconsistent with the terms of this Agreement.
- E. Notification within 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 6, C, supra, shall be subject to appeal to the next step, as if denied.
- J. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed except as to shortages.

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

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

- K. The Union will submit a grievance to arbitration only after final approval by the President or Executive Board of the Union. In no event shall an individual be permitted to invoke arbitration in this Agreement.
- 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/she shall be without power or authority to make any decision:
 - 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or Rules or Regulations having the force and effect of law.
 - 2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
 - 3. Limiting or interfering in any way with the powers, duties, or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
 - 4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City so long as such practice, policy or rule does not conflict with this Agreement.

5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any Article and Section hereof, the matter in question falls within the exercise of the rights set forth in the Article of this Agreement entitled "Management Rights".
 6. Establishing or changing wage scales or rates of new or changed jobs.
 7. Providing agreement for the parties in those cases where, by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
 8. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate; provided that the expiration of this Agreement shall not preclude the Arbitrator from determining the 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/she 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 Human Resources 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/she may have received from any source during the period in question which he/she 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/she finds that he/she 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, except that unless there is mutual agreement, cancellation or postponement fees shall be borne by the requesting party. 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/she may vacate or modify the findings and punishment accordingly, and his/her 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, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.
- B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to

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

- C. In consideration of the performance by the Union of its obligations under Paragraphs A and B of this Section, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Section by individual members of the Union.

9. SENIORITY

- A. **Definition:** 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 9-K).
- B. **Seniority Lists:** An up-to-date seniority list showing the names, classification and date of last promotion shall be furnished the Association on or before February 1st and August 1st of every year. A copy of the list shall be maintained in all company quarters and divisional offices for inspection by employees.
- C. **Forfeitures:** An employee shall forfeit his seniority only for the following reasons:
1. he/she resigns or quits;
 2. he/she is discharged or permanently removed from the payroll and such separation is not reversed through the grievance procedure or other legal action;
 3. he/she fails to report to work within ten (10) calendar days after receiving notice of recall from layoff;
 4. he/she 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/she is absent from work without notice to the department for fifteen (15) calendar days;
 6. he/she retires on a regular service retirement or a reduced disability retirement, or if on a duty disability, reaches what would have been his twenty-fifth (25th) anniversary.
 7. an employee shall have his seniority reduced only if he/she 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. **Divisions:** 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) Research and Development; and (g) 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/she 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/she 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/she shall be affirmatively disqualified for cause by the Fire Commissioner, with reasons therefore 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/she shall be reinstated with his frozen seniority.
 - f. Promotion to any rank shall require successful passage of a physical examination including passing a drug test by a City-designated physician subject to the substance abuse policy (Article 25).
 - g. No written qualifying examinations, competitive or non-competitive, shall be required as a condition of promotion.
2. The sequence of ranks for promotion shall be as follows:
 - a. Fire Fighter to Fire Sergeant
 - b. Fire Sergeant to Fire Lieutenant
 - c. Fire Lieutenant to Fire Captain
 - d. Fire Captain to Battalion Fire Chief

- e. Battalion Fire Chief to Senior Chief
 - f. And so on, in accordance with Article 7, Chapter 8 of the City Charter.
3. All special assignments or special details are subject to successful completion of required training as specified in the Agreement and/or applicable law.
4. Promotions to Fire Fighter Driver and 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 a physical examination including passing a drug test by a City-designated physician subject to the substance abuse policy (Article 25).
 - 4. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignments issued by the Human Resources Department. The current standards are:
 - a. accumulated 10 or more points for driving violations in the past 24 months.
 - b. accumulated 9 points for driving violations in the past 24 months, and was involved in one (1) chargeable accident while driving on City business.
 - c. accumulated 8 points in the past 24 months and involved in two (2) chargeable accidents while driving on City business
 - d. involved in three (3) chargeable accident within the past 24 months while driving on City business.
 - e. not having a valid Michigan driver's license for any reason.
- Note:** The operator of the Tiller is subject to the above-stated qualifications and shall be classified as a Fire Fighter Driver or Fire Fighter Driver Applicant.

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 a physical examination including passing a drug test by a City-designated physician subject to the substance abuse policy (Article 25).
3. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignments issued by the Human Resources Department. The current standards are:
 - a. accumulated 10 or more points for driving violations in the past 24 months.
 - b. accumulated 9 points for driving violations in the past 24 months, and was involved in one (1) chargeable accident while driving on City business.
 - c. accumulated 8 points in the past 24 months and involved in two (2) chargeable accidents while driving on City business
 - d. involved in three (3) chargeable accident within the past 24 months while driving on City business.
 - e. not having a valid Michigan driver's license for any reason.

Note: Driver Applicants, Fire Fighter Drivers, and Fire Engine Operators are required to meet and maintain the above driving standards to be eligible to continue in their respective positions. In addition, all members in driving classifications must have a current valid driver's license to be eligible to continue in their respective positions. Persons who do not have a current valid driver's license or who fail to maintain the above standards shall be removed from the driving position in accordance with the most current Executive Fire Commissioner's Bulletin RE: Eligibility Standards for Driving Assignments pursuant to the parties' obligations under PERA (See Exhibit II).

- 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/she 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/she must request demotion to the rank of Fire Fighter in writing to the Fire Commissioner, at which time he/she 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).

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 on a bi-annual basis to fill those vacancies created by promotion assignments of retirements. Each transfer list shall have an effective date prior to the winter and summer furlough drawing.

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.

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.

The Department shall ensure that all transfers are done in accordance with the contract. When a transfer is questioned, a specific reason for said transfer will be sent to the member and the Detroit Fire Fighters Association. When a transfer is made for non-specific reasons, such as balancing of manpower, etc., the lowest seniority fire fighter shall be affected.

F. Transfer from Fire Fighting Division or Other Divisions to, and Promotion or Reclassification in, the Fire Marshal Division:

1. Members may apply for transfer to the Fire Marshal Division under the procedures and qualifications for a Fire Prevention Inspector as outlined in the most current Executive

Fire Commissioner's Bulletin pursuant to the parties' obligations under PERA, (see Exhibit III), or for a Fire Investigator Lieutenant as outlined in the most current Executive Fire Commissioner's Bulletin pursuant to the parties' obligations under PERA (see Exhibit IV). All applications, within the time periods set forth on the bulletin 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/she shall be placed on an eligibility list for either Fire Prevention Inspector or Fire Investigator Lieutenant (whichever position he/she applied for) according to his/her 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/she then commences to serve a six (6) months probationary period in the classification he/she 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 Human Resources Department. Any member of the Fire Marshal Division may apply for this position if he/she has the required qualifications.

7. Any employee, duly transferred and reclassified in the Fire Marshal Division, upon attaining a minimum of five (5) years seniority in the Fire Marshal Division, may apply for transfer into the Technical Support Section.

In the event the Technical Support Section is expanded beyond the current position of Technical Support Supervisor, the City shall notify the Association. The parties shall meet to negotiate the wages, benefits and working conditions of the newly created position before it is filled.

If any vacancy occurs or new position is created in the Technical Support Section, all eligible employees may apply for transfer/appointment to such position. At such time as an employee passes the qualifying procedure(s) he/she shall be placed on an eligibility list according to his/her Department seniority.

8. 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

TECHNICAL SUPPORT SECTION

- Technical Support Supervisor

9. 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" of this Agreement.

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 Academy Division under the procedures and qualifications for a Fire Training School Instructor Lieutenant as outlined in the most current Executive Fire Commissioner's Bulletin for qualifying examination pursuant to the parties' obligations under PERA, (see Exhibit V). 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. As such time as the member successfully passes the qualifying examination procedure, he/she shall be placed on an eligibility list in the order of his/her 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.
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.

H. 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 and qualifications for an Assistant Fire Dispatcher as outlined in the most current Executive Fire Commissioner's Bulletin pursuant to the parties' obligations under PERA, (see Exhibit VI).
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

I. Promotions in Apparatus Division Involving 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/she has the qualifications therefor.

J. Reduction In Force:

1. Layoffs or demotions attributable to reduction in force, and recalls, shall be in accordance with Human Resources 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

Pursuant to Public Act 212 of 1999, there is no longer a requirement for bargaining unit members to reside within the City of Detroit. During the life of this contract, residency shall not be a condition of employment for any member of the bargaining unit.

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. **Recuperation From Illness:** 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. **Trips on Leave Days:** 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. **Emergency Medical Service (EMS):** 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/she must liquidate all such time during the succeeding fiscal year and will lose any such time as he/she 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. **Lost or Stolen property:** 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:

ITEMS COVERED	MAXIMUM PAYMENT
Television set (color)	\$495.00
Television set (Black & White)	165.00
Radio	55.00
Toaster	55.00
Mixer	85.00
Dishes	165.00
Pots and Pans	165.00
Cutlery	85.00
Electric Razor	60.00
Clothing (sweaters, gloves, winter gear, etc.)	85.00
Shoes	100.00
Food	11.00 per man on duty
Microwaves	350.00
VCR	300.00
Air conditioner	250.00
Lawn Mower (power)	250.00
Lawn Mower (manual)	85.00
Snow Blower	495.00
Coffee Maker	200.00
Eye Glasses	Not to exceed the schedule of benefits of Health Applications Network (HAN) participating providers. Eye exam not included.

Effective July 1, 1995, each company shall submit, to the Chief of Department, an itemized list of covered items. Lists will include description of item covered, brand name, serial number, and any copies of receipts.

Effective July 1, 1995, upon purchase of any new or updated items on covered list, company shall submit a letter to the Chief of Department listing item(s) purchased, brand name, serial number, and a copy of receipt(s).

- F. **Injury-on-Duty Status:** 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.
- G. **Deferred Compensation Plan:** Employee shall be eligible for a deferred compensation plan made available by the City. Participation in the plan shall be optional with each employee. There shall be two (2) carriers; one selected by the City and one selected by the Union and approved by the City.
- H. **Mutual Benefit Fund:** At the request of the Union, the City shall deduct from the check of each member of the Active Mutual, an amount as determined by the Secretary of the Detroit Fire Department Mutual Benefit Fund, at the occurrence of any assessments of premiums due to the active death by any member.
- I. **Fire Helmets and Shields:** Helmets and shields currently issued to retiring members may be kept by those members.
- J. **Tuition Reimbursement:** Effective upon the date of execution of the 1998-2001 Agreement, bargaining unit members may participate in the City's Tuition Refund Program as administered by the Human Resources Department. Employees requesting tuition refund should submit the applications to the Human Resources Officer in their department.

The maximum amount of the tuition refund shall be as indicated below in accordance with the Tuition Refund Program policies as administered by the Human Resources Department:

1. An eligible employee will be entitled to receive a maximum of \$850 per fiscal year to be applied towards tuition in seeking a graduate degree from an accredited university.
2. An eligible employee will be entitled to receive a maximum of \$700 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
3. An eligible employee will be entitled to receive a maximum of \$600 per fiscal year to be applied towards payment in participation in employee development programs.

The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$850 in any fiscal year.

- K. **Direct Deposit Program:** Members of the bargaining unit may participate in the direct deposit program offered by the City.

- L. **Arson Division Weapons:** All Arson Division employees shall be provided at no charge with their department-issued service weapon upon retirement. The department may refuse to give employees their weapons for good cause shown.
- M. **Outside Employment:** 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.
- N. **Parking:** The Department shall supply free parking for all non-civilian members assigned to Fire Department Headquarters during the hours of such assignments.
- O. **Payment of Banked Time on Separation:** 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.
- P. **Meals:** 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.
- Q. **Lunch Breaks:** Effective July 1, 1995, all employees who work a ten (10) hour tour of duty shall have a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks during each tour of duty. The employee, if his/her schedule or personal business requires it, may opt to combine the two (2) fifteen (15) minute breaks with their thirty (30) minute lunch for a total of one (1) one (1) hour break. If such option is selected, the employee shall notify and secure permission to do so prior to the beginning of his/her tour of duty. In no case shall the combined break time exceed one (1) hour. At the beginning of each thirty (30) minute lunch, the employee shall notify Central Office upon going out of service and upon returning to service.
- R. **J-Time Letters:** Upon written request by employees, the Employer shall furnish to all employees who in the course of their employment are injured or become ill from the performance of their duties (J's), a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. The Employer will continue to furnish these documents upon request of the Employee until the Internal Revenue Service concludes that they are of no value for tax purposes. The statement shall be provided no later than January 30th of each year. Each member requesting a J-time letter to be provided by January 30th, must submit the request by January 7th of each year.

- S. **Light Duty:** Members being placed on light duty from J's or S's shall be done in the following manner:

J's

No member with over twenty-five (25) years of service shall serve in a light duty capacity. Light duty assignments, in the Fire Fighting Division, shall be assigned from the Chief of Fire Operations. All other assignments to light duty for other divisions shall come from their respective division head. If requested by the Department, and agreed to by the member on light duty, a member may be placed on a forty (40) hour work week, Monday through Friday. There shall be no permanent light duty assignments.

S's

No member with over twenty-five (25) years of service shall serve in a light duty capacity; Members with less than twenty-five (25) years requesting assignment to light duty from S's, may be subject to examination from the Detroit Fire Department Medical Division or a medical facility designated by the Department, if deemed necessary by the Department. At time of request by an employee to be placed on light duty from S's, member may be required to produce a signed letter from their treating physician that said member is capable of performing a light duty assignment and expected to return to active service. There shall be no permanent light duty assignments. If requested by the Department, an employee serving in a light duty capacity from S's, may be placed on a forty (40) hour work week, Monday through Friday.

T. **Payroll Errors and Adjustments:**

1. When by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen days prior to making any payroll recovery.

The correction of the underpayment shall be made within sixty (60) days after notification to the Department personnel officer.

2. For overpayment the City is authorized to deduct up to one hundred (\$100) dollars bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the recovery of overpayment amounts to more than \$2,500, the representatives of the City and the affected employee shall meet in order to attempt to reach agreement on a reasonable recovery schedule. Such schedule shall be subject to the maximum weekly and bi-weekly payroll deductions contained in this article. If agreement is not reached the issue shall be subject to the contractual grievance/arbitration procedure.

3. Each deduction by the City shall be substantiated in the records of the City and shall be identified as to the individual employee. Prorating of deductions between two (2) or more employees is not permitted.

4. To the extent not covered by the preceding paragraphs of this Article, the parties shall be governed by the limitations set in 15 USC §1673 et seq., "Restrictions on Garnishment" where payroll adjustments are sought.
- U. **Payroll Check Stubs:** If the City implements a new payroll system, the parties shall meet to define what payroll codes or designations will be used to define the provisions of an employee's check stub.
- V. **Deliveries; Elevator Operation:** Fire fighting personnel on regular duty shall not be required to deliver supplies or run the elevator.
- W. **Duty Officer- Fire Marshal Division:** A minimum of six (6) hours pay or compensatory time shall be paid or credited to a duty officer for each instance where he or she is called back to attend to Department business from off duty. After three (3) hours of overtime work, a duty officer shall receive time and a half overtime pay or compensatory time for all time worked after three (3) hours. Where a member is assigned as duty officer for a specified period, every seventh (7th) day of that period (i.e., the 7th day, the 14th day, etc.), after three (3) hours of overtime work a duty officer shall receive double time (2x) for all time worked after three (3) hours. Except as modified herein, the Memorandum of Understanding between the parties dated March 15, 1977, attached hereto shall remain in effect.
- X. **On-Duty Injury Bills:** The City shall give on-duty injury bills first priority for payment and shall pay them within forty-five (45) calendar days of receipt of the bill. If the City does not pay a bill within forty-five (45) calendar days of receipt, the City shall provide the Union with a suitable explanation for the delay.
- Y. **Limitation on Location:** No Employee serving in a light or regular duty capacity shall be required to work at a location (other than Headquarters) not currently staffed by a twenty-four (24) hour fire fighting company after 1700 hours.
- Z. **Guaranteed Breaks and Lunches for Central Office Employees:**
1. Effective June 30, 2001, Central Office employees shall be guaranteed two fifteen (15) minute breaks and one half (½) hour lunch. Any employee who is denied the right to take these breaks or lunches will be compensated by means of compensatory time.
 2. The Union waives on its own behalf and on behalf of its members any claims for legal or equitable relief to which the Union or its members would otherwise be entitled under Article 12(Z)(1). This waiver will be effective for the period commencing June 30, 2001 and ending sixty (60) days after the issuance of an Act 312 award in MERC Case No. D98-D0644. Thereafter this waiver will expire, and the Union reserves the right to enforce Article 12(Z)(1) in any forum or proceeding provided by law or contract.

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 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, and such additional periodic twenty-four (24) consecutive hours off duty thereby requiring such persons to work an average of 48 hours per week; and a furlough of twenty (20) days in each year.
- 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 Fire Prevention Division shall be four (4), ten (10) hour tours of duty per week, as follows:

There are 5 Sections in Fire Prevention:

General Assignment:	1 Captain, 4 Lieutenants
Hazardous Materials:	1 Captain, 5 Lieutenants
Public Assembly:	1 Captain, 5 Lieutenants
Institutions:	1 Captain, 5 Lieutenants
Court Section:	1 Captain, 2 Lieutenants

Under the schedule all members in each section shall be assigned a letter designation - A or B.

All shifts shall work Tuesday through Thursday. The "A" shift shall work Monday of the first week and Friday of the second week and continue to alternate, while "B" shift shall work Friday of the first week and Monday of the second week, and continue to alternate.

A member may voluntarily and at his sole option choose to have a work week of five (5) eight (8) hour tours of duty per week. A member exercising this option shall have the right once per fiscal year to return to a work week of four (4), ten (10) hour tours of duty per week.

- D. Firefighting personnel may be detailed for training purposes at the direction of the Department. These details may require that personnel be placed on a temporary 5-day, 40-hour work-week training schedule, provided that the temporary schedule shall not interfere with approved furloughs or the holiday schedule. Firefighting personnel may be placed on such a temporary 5-day, 40-hour work week training schedule for up to four (4) consecutive weeks at a time and for a maximum of six (6) weeks per fiscal year. Thirty (30) days advance notice shall be given to the affected individuals where training may require the use of a 5-day, 40-hour work week training schedule. Any XXL and XXXL days that conflict with assigned training will be rescheduled. Personnel detailed to training under this provision shall be compensated as if they were working their regular work schedule, except that they shall not receive shift differential.
- E. The Technical Support Supervisor of the Technical Support Section shall have the option of a four (4) day, ten (10) hour work week schedule identical to that of the Fire Prevention Section of the Fire Marshal Division.

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 eight (8) hours or more, he/she shall be compensated at the rate of the higher classification from the first hour in accordance with the situations listed below:

Regular Classification	Classification of Temporary Assignment
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

- 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/she shall be compensated at the rate of higher classification.

Regular Classification

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

Note: Battalion Chief when assigned on a temporary basis to perform the duties of a Senior Chief shall not be compensated at the Senior Chief rate.

If the most senior and eligible employee is passed over for a paid temporary assignment, the employee shall be paid the amount the employee would have earned if the employee had worked the temporary assignment.

18. WORK RELIEFS

- 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 has contracted for a work relief and his substitute fails to show up for any reason or the substitute is unacceptable to the Fire Department for any reason, the substitute 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. The Fire Commissioner will post, within a reasonable time after the affective 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. All fire fighters are required to actually work a minimum of sixty-five (65) duty tours per year (exclusive of disability or illness).
- I. All work relief conditions currently in existence shall remain in effect with the exception of the following changes which shall take effect July 1, 1995:
 - 1. All limitations on the number of Work Reliefs per quarter shall be eliminated.
 - 2. Work reliefs must be completed within six months from date of inception.
 - 3. In the case of those employees assigned to a 40 hour work week schedule, all provisions currently in existence, subject to revision to take into account the 40 hour work week, and those exceptions before the parties shall apply. In no case will work reliefs between employees assigned to a 40 hour work week schedule result in an increase in overtime cost to the City.
 - 4. All members of the bargaining unit shall be eligible for Work Reliefs under the provisions of this Article 18.

19. FURLOUGHS SELECTION

- A. **Policies - Furloughs:**

Employees shall make their furlough selection in accordance with this Article. 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:

Twenty-Four Hour Shift 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.

Eight and Ten Hour Shifts Commencing June 30, 2001 all members of the bargaining unit who are required to work eight (8) hour or ten (10) hours tour of duty will be entitled to extra furlough time under the conditions and in the amounts described below. This extra furlough time will be credited to each eligible employee's furlough bank on January 1 of each year:

All members of the bargaining unit who are required to work eight (8) hour or ten (10) hour tours of duty, upon completion of seven (7) but less than fourteen (14) years of service with the Department shall be entitled to twenty-four (24) additional hours off for furlough per year.

All members of the bargaining unit who are required to work eight (8) hour or ten (10) hour tours of duty, upon completion of fourteen (14) but less than twenty-one (21) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of forty-eight (48) additional furlough hours.

All members of the bargaining unit who are required to work eight (8) hour or ten (10) hour tours of duty, upon completion of twenty-one (21) but less than twenty-five (25) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of seventy-two (72) additional furlough hours.

All members of the bargaining unit who are required to work eight (8) hour or ten (10) hour tours of duty, upon completion of twenty-five (25) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of ninety-six (96) additional furlough hours.

- 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 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:**
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 have completed six (6) months of service.

Applications for available furloughs shall be submitted immediately upon completion of six (6) months of service 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/she 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. Canceled 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 canceled 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 canceled 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 canceled, 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 Fire Chief. The remaining portion of a five (5) day furlough affected under the above provisions shall be canceled 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/she will be required to have been confirmed and to have physically worked at least one (1) twenty-four hour tour of duty in the furlough series involved.

S. **Suspensions Affecting Furloughs:**

Members under suspensions 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/she shall be allowed to schedule his furloughs according to established General Rules and Policy Directives governing the rescheduling of delayed or canceled furloughs.

T. **Retirement Affecting Furloughs:**

Retirements: 25-year's 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 6.4% of the total personnel on either unit. If it has been determined by the Fire Commissioner that staffing levels meet acceptable levels, the 6.4% can be exceeded.

For example: if a unit has 691 persons, no more than 44 are eligible for furlough or CT liquidation.

V. **Sell Back of Furloughs:**

Effective June 30, 2001, all members of the Fire Fighting Division shall be allowed to sell back to the City two (2) winter and two (2) summer furlough at the holiday hourly rate.

If an employee makes such an option, he or she shall submit the request at least one (1) week prior to the issuance of the official bulletin giving dates of furloughs and information regarding drawing procedures.

The Department shall issue a Bulletin notifying all members to make such an election. The bulletin will be distributed at least two (2) weeks prior to deadline for submittal.

If a member makes such an election he or she shall not be eligible for the initial drawing of furlough. The member shall be part of the second drawing.

If a member has already received payment for his or her furlough, the decision cannot be revoked.

Payment for furlough shall be made on the first paycheck in November in the case of winter furlough and the first paycheck in May in the case of a Summer furlough.

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 Firefighters who are members of the system to be elected by the Firefighter 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 of 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 Engine Operator & Fire Sergeant and the maximum salary of Fire Fighter be less than the following schedule:

Fire Engine Operator & Fire Sergeant

- | | |
|---|-----|
| A. Upon Promotion | 11% |
| B. Upon confirmation or upon completion of one (1) year in rank, whichever occurs later | 12% |

No Fire Engine Operator or Fire Sergeant 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.

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 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%
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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

(1) Upon promotion	35%
(2) Upon confirmation or upon completion of one (1) year in rank, whichever occurs later	36%
(3) Upon completion of three (3) years in rank	37%
(4) Upon completion of four (4) years in rank	38%
(5) 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 shall be paid the following wage adjustments:

July 1, 1998	2.0%
July 1, 1999	3.0%
July 1, 2000	3.0%
January 1, 2001	3.0%

Employees hired prior to February 20, 1995, in this classification shall proceed from minimum to maximum on the basis of five equal annual steps.

Employees hired on or after February 20, 1995, in this classification shall receive wage increases and step increments in accordance with Exhibit II, part B. Effective July 1, 2000, employees in this classification shall proceed from minimum to maximum on the basis of five (5) equal steps.

Employees who have already completed the Fire Academy prior to July 1, 2000, but have not yet reached the 1st pay step shall have \$1000 of the 1st pay step applied to their annual

salary, effective July 1, 2000. Employees who complete the Fire Academy on or after July 1, 2000, will have \$1000 of the 1st pay step applied to their annual salary upon completion of the Fire Academy. This increase will be considered an early entitlement to part of the first annual step increase.

3. Ranks having a parity relationship with the DPCOA Unit I (Police Inspectors) shall be paid the following wage adjustments:

July 1, 1998	2.0%
July 1, 1999	3.0%
July 1, 2000	4.0%
January 1, 2001	2.0%

Inclusion in the Executive Compensation Plan

- a. Effective July 1, 2000, and subject to this and other limitations contained elsewhere in this Agreement, the Association agrees that members with a parity relationship with the DPCOA Unit I will be included in the City's Executive Compensation Plan and fall within the same minimum and maximum compensation range as a non-union Police Inspector (33-10-52). As of July 1, 2000, the applicable compensation range is \$52,200 to \$78,200.
- b. Also, notwithstanding that such bargaining unit members will be subject to all of the substantive and procedural rules and policies of the Executive Compensation Plan, i) the minimum salary of such members, effective July 1, 2000, shall be \$73,200, and effective January 1, 2001, shall be \$74,700, within the compensation range, and, ii) future parity-based wage increases shall be applied so that the then-existing salary amount of such member shall be increased within the compensation range by the prescribed amount subject to not exceeding the then-existing maximum of the range.
- c. No current bargaining unit member will receive any reduction in their current salary as a result of the Association's agreement to be covered by the Executive Compensation Plan.

Special Skills and Merit Performance Awards Program

- (1) Employees covered by this Agreement shall participate in a Special Skills and Merit Performance Awards Program which will entitle the member to be eligible for as much as a total of \$2,500 in cash awards earnable in three (3) payments based on an evaluation of the employee's quality of performance.
- (2) The \$2,500 award is linked to a sliding scale of incremental amounts that could be as much as \$500 for the period of January 1, 1999 through June 30, 1999; \$1000 for the period of July 1, 1999 through June 30, 2000; and \$1,000 for the period of July 1, 2000 through June 30, 2001.

- (3) Effective for the eligible payment for July 1, 2000, the City for its part agrees to increase to \$9,000 the amount of the cash award that a bargaining unit member is eligible to receive under the Special Skills and Merit Performance Cash Awards Program. The amount that each individual bargaining unit member will receive will be based on an evaluation of that member's quality of performance during the preceding Fiscal Year, July 1, 1999 to June 30, 2000.

The parties agree that the only change being made to this Program is the one-time increase in the amount of the possible cash award as provided for in the above paragraph and that for Fiscal Year 2000-2001, Fiscal Year 2001-2002, Fiscal Year 2002-2003, and Fiscal Year 2003-2004, the amount of the available cash award will be returned to \$1,000.

B. Fringe Benefits:

1. Hospitalization, Medical Insurance, Optical and Dental Care

- a. For Employees with a Parity Relationship with the DPLSA, the Following Shall Apply:

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, HPCP-A, HPCP-B, 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. For Employees with a Parity Relationship with the DPOA and the DPCOA, Unit I, the Following Shall Apply:

Effective May 1, 1995, or before, if possible, the current hospitalization plan will be replaced by the Coalition of Public Safety Trust (C.O.P.S Trust) for all active employees and future retirees. Coverage shall be provided for active employees and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. Dependents shall include all 19 to 25 year olds who are dependent on the employee for support and maintenance and who were reported as such on the employee most recent Federal tax return. Deferred vested retirees and their spouses are included in this coverage.

For the initial period of coverage (May 1, 1995 through April 30, 1996), the City shall make the following monthly payments to the C.O.P.S. Trust:

Active Employees:

One Person	\$188.66
Two Person	\$421.93
Family	\$439.43
Family Continuation	\$ 97.46
Sponsored Dependent	\$219.25

Retirees and spouses under 65 not Medicare eligible:

One Person	\$257.18
Two Person	\$575.18

Retirees and spouses over 65 who are Medicare eligible:

One Person	\$185.31
Two Person	\$366.53

For the period of coverage beginning as of May 1, 1996, the City will pay any future premium increases up to eight percent (8%).

Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the employee, and other fifty percent (50%) will be paid by the City.

- c. 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.
- d. 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.
- e. The City will pay to the Dental Plan or program selected by the Union an amount per employee equal to the premium cost for 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.
- f. 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.

- g. 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 2002 the tax is 1.45%).
- h. Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and, can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment period, opt out from City coverage and for said enrollment year receive the applicable payment being offered by the City as payment in lieu of the hospitalization-medical coverage. Once an employee opts out for a given year, the employee will not be able to receive the City's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage, unless, and in such case, the employee will be permitted to resume coverage with the City the month following his/her completion of a health application and transfer form. The provisions of this section shall be applicable to an employee who is or does retire and is eligible to receive hospitalization-medical insurance coverage. If the employee returns to the City's coverage under the conditions just stated, the employee shall pay back pro rata any payment provided herein. The opt-out stipend will be paid for each enrollment year that the employee elects to opt out under this provision. This payment will not be included in the definition of compensation for determination of pension or any other benefits.

In order to be eligible for the incentive payment, employees must bring their identification card that shows other coverage to the Fire Human Resources Office and submit a signed enrollment form electing "no coverage" on or before the City's open enrollment deadline. A copy of the identification card will be kept on file. All employees are required to sign an election form, either enrolling or declining coverage, as a condition of employment.

The provisions of this section shall be applicable to an employee who retires and is eligible to receive the City's hospitalization-medical insurance coverage.

These opt-out provisions may be offered at the discretion of the City, which shall have the sole discretion to determine the amount of the stipend for each year. For the period beginning January 1, 2000, the yearly stipend for all categories shall be a total of \$950 in cash payments paid in four (4) equal installments of \$237.50 at the end of each three month period (paid as closely as possible to September 30th, December 31st, March 31st, and June 30th), or applicable proportional payment amounts and/or installments for the equivalent proportions of the year covered, in lieu of the hospitalization-medical coverage offered by the City. Such stipend, at the City's discretion, may be modified each year and for each category of opt-out. These opt-out provisions may be terminated by the City at any time.

- i. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided employees or future retirees of the City. If the City employs

more than one member of a family, or the family unit includes a retiree of the City, all of whom could be eligible for coverage under one hospital-medical insurance policy or plan as a spouse or eligible dependent, the spouses or eligible dependents of that family shall be covered by only one spouse or the other. It is the responsibility of the family to select a single hospitalization carrier. Under no circumstances shall the City be obligated to provide more than one hospitalization-medical policy or plan.

- j. For an employee who retires after March 1, 1995, under a retirement which makes him or her eligible to receive the City's hospitalization-medical insurance coverage for himself and his family, but who is, subsequent to such retirement, eligible to receive a medical-hospitalization insurance plan from another employer that provides substantially the same coverage and benefits as offered by the City and at no greater premium co-pay than exists at the time of retirement, shall not be entitled to the City's coverage during the period of other employment. He/she shall be entitled to receive any applicable payment in lieu of hospitalization-medical insurance then being offered by the City pursuant to the provisions of Article 22, Section h, above, recognizing that for each year the retiree is subject to this provision, the other insurance offered must meet the substantial coverage-benefit, including co-payment test.

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, and the 1984 City Code, Code, Chapter 13, Article 8.

(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. The current death benefit is \$6,000.
- (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. The current death benefit is \$4,900.
- (c) 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 employee 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 of 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 on March 26, 1974 p. 627.
- (3) 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.
- (4) 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 6 I 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 City Code, Chapter 13, Article 9 of the 1984 Municipal Code of the City of Detroit.

- (1) Membership - Optional for members of the Employees Benefit Plan.
- (2) Contributions - Effective July 1, 1989, (or, in the case of employees with DPLSA parity, April 1, 1990), the City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

(3) The amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$35,000 of insurance in Section C.2 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 salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$35,000 to \$37,000	\$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

(4) 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.

(5) Subject to the agreement of and conditions 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.

(6) 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/she 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 until the discharge is overturned at an appellate level at which they shall be made whole.
- c. Members on extended AWOL or ANP status 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 Date*	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 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 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 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
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 non-excused portion of the day, he/she shall forfeit this excused time for the day.

7. Uniforms

- a. The City shall furnish all-weather jackets to Fire Fighters, Fire Fighter Drivers, Fire Sergeants, Fire Engine Operators and Fire Apparatus 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. 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.

8. Holiday Premium

Effective July 1, 1995, all employees in the ranks and classes of Senior Chief and below shall have a Holiday premium of 2x.

9. Sick Leave

- a. Employees who work an average 48 hour 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. Effective July 1, 1998, banks shall accumulate without limitation.
- b. Employees who work an average 48 hour week and have six (6) years of service shall be eligible for SL-CT according to the following formula: one half (½) 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 (40) 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 (½) 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. 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.
- e. Payment for Unused Sick Leave

(1) 48 Hour Employees

Immediately preceding the effective date of the retirement of an employee, exclusive of duty and non-duty disability retirement, or at the time of death, he/she or his/her estate shall be entitled to pay for his/her unused accumulated sick banks, as follows:

Sick leave on retirement .7 of one (1) payroll day for each 10 hours of sick leave. The maximum payout of hours earned prior to July 1, 1998 shall be 175.5 days.

If an employee is granted a duty or non-duty disability retirement, he/she 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

Immediately preceding the effective date of the retirement of an employee, exclusive of duty and non-duty disability retirement, or at the time of death, he/she or his/her 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 is granted a duty or non-duty disability retirement, he/she shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his/her normal full duty retirement date and petitioning the Commissioner for such reimbursement.

- f. 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. Personal Leaves

Effective July 1, 1995, employees who have completed six (6) years of service, shall be eligible for personal leave days for an absence justified by urgent reasons such as attendance to personal business which cannot be normally taken care of outside of working hours. An employee desiring to use a personal leave day shall, as soon as practicable, notify his commanding officer of his intention before taking the leave day. Personal leave days taken shall be deducted from the employee's current sick leave bank.

Use of a personal leave day shall not be used towards placement of a member on attendance control.

Department employees on 24-hour shifts shall have two (2) duty days of personal leave per fiscal year; Department employees working four (4) ten (10) hour days per week shall have four (4) days of personal leave per fiscal year; and Department employees working five (5) eight (8) hour days per week shall have five (5) days of personal leave days per fiscal year.

Notification for use of a personal leave day shall fall within the guidelines of mandatory staffing of fire apparatus issued in the Kanner Act 312 arbitration award.

Any employee on attendance control (step 2, or above) shall be ineligible for personal leave days.

The employee's officer may make reasonable inquiries as to the reason for the employee's request, but shall maintain the confidentiality of any personal information.

11. 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.

<u>Fire Department Titles</u>	<u>General City Titles</u>
Auto Painter & Striper Sub-Foreman	Auto Repair 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 applied to the General City title of 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.

12. Fire Boat Employees

Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Fringes and pay practices shall be the same as 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.

Non-Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Hours and fringes shall be the same as applied to the Apparatus Emergency Mechanic.

Fire Department Titles

Fire Boat Operator

Fire Boat Mechanic

Fire Boat Deckhand

General City Titles

General Auto Mechanic

General Auto Mechanic

Mechanical Helper

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. Effective July 1, 1999, for members with a parity relationship with the DPOA, and effective with the December, 2000, longevity payment for members with a parity relationship with the DPLSA and DPCOA, Unit I, the first step of longevity increment shall be one percent (1%) of the employee's base salary. The second step of longevity increment, inclusive of the first step, shall be two percent (2%) of the employee's base salary. The third step of longevity increment, inclusive of the first and second steps, shall be three percent (3%) of the employee's base salary. The fourth step of longevity increment, inclusive of the first, second, and third steps, shall be four percent (4%) of the employee's base salary.
- g. 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.

- ~~h. 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 (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.~~
- i. 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.

- j. 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 of the maximum earnable compensation of a fireman continues in effect. For purposes of determining the fifteen twenty-seconds 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/she would have had twenty-five years of service credit had he/she 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/she 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.

For members having a parity relationship with the DPOA and the DPCOA, Unit I, beginning July 21, 2000, a member who has elected to retire and elected to withdraw his/her annuity for the purposes of calculating his/her retirement allowance (thereby lowering the retirement allowance), may nevertheless choose to leave the annuity in the Retirement System collecting regular annuity interest with the option of a one-time withdrawal of the annuity funds at a later date.

For employees with a parity relationship with the DPLSA and the DPCOA, Unit I, who retire on or after July 1, 1990, and who have made or make an election to receive a total or partial refund of his or her accumulated contributions to the Defined Contribution Plan, there shall be no reduction of retirement allowances due to the portion of withdrawal representing interest credits. This subsection shall be controlled by the requirements of the Act 312 arbitration award issued June 25, 1990 (MERC Case No. B89 C-0622), page numbers 22 and 23.

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/her accumulated contributions from the Annuity Savings Fund until the date he/she was eligible to retire had he/she 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 classification, 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. Effective July 1, 1989, the minimum age 55 requirement for deferred pensions payable for post 1969 members hired before June 30, 1985, shall be eliminated.
- (3) Effective June 30, 2001, any member who has been laid off shall be eligible to retire at what would have been the member's 25th anniversary. To determine eligibility for retirement, the member's actual service time and time on lay off shall be combined. To calculate the member's retirement allowance, however, only actual service time shall be used. For members having a parity relationship with the DPLSA and the DPCOA, Unit I, only lay off time which occurred between July 1, 1973 and July 1, 1998 will be credited.

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/she continued working in the classification he/she 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) This 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 of 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 the 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.

(9) Employees hired on or after July 1, 1985, with a parity relationship to employees represented by the DPOA, who leave City employment after being vested shall not be eligible for pension benefits until said individual reaches his or her sixty-second birthday.

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 amounts 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

The average final compensation for "old plan" and "new 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. Effective July 1, 2000, for members with a parity relationship with the DPCOA, Unit I, the average final compensation shall be calculated by using the current maximum salary for the ranks(s), grade(s), or position(s) held by the member over the thirty-six (36) 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.

For members having a parity relationship with the DPLSA and the DPCOA, Unit I, who retire on or after July 1, 1998, the amount of the member's most recent full longevity payment shall be included in the definition of average final compensation.

For members having a parity relationship with the DPOA who retire on or after July 1, 2000, the amount of the member's most recent full longevity payment shall be included in the definition of average final compensation.

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, or effective July 1, 2000, Option A 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. Military Service Credit

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. This provision shall be retroactive to July 1, 1983.

m. Re-Entry Into System

Any member of the Policemen and Firemen Retirement System from the Fire Department who retires as a member of that System and who later is rehired as a civilian member of the Fire Department may elect to again become a member of the System.

n. Post Retirement Escalator

For members with a parity relationship with the DPLSA and the DPCOA, Unit I, retiring on or after July 1, 1998, under the new plan provisions, the 2.25% per annum escalation amount shall be re-computed each fiscal year on the basis of the amount of pension received in the previous fiscal year (i.e., the 2.25% per annum escalation amount shall be compounded).

o. Duty Disability Retirement Provisions

(1) As applicable to all current employees who file applications for disability retirement on or after July 1, 1995, for employees with a parity relationship with the DPOA, and on or after June 30, 1998, for employees with a parity relationship

with the DPLSA and the DPCOA, Unit I, and to all future employees, the definition of "total disability" and "total incapacity" in the Policemen and Firemen Retirement System pension plan will be changed to read as follows:

Own Occupation: During the first 24 months of benefits, total disability exists when, due to injury, illness or disease, an employee is unable to perform, for wage or profit, the material and substantial duties of the employee's occupation.

Any Occupation: After the first 24 months of benefits, total disability exists when, due to illness, injury or disease, an employee is unable to perform, for wage or profit, the material and substantial duties of any occupation for which the employee is suited, based on education, training and experience.

- (2) (a) The duty disability retirement benefits payable to an eligible member shall consist of the amount derived from the sum of the applicable following factors and annual escalators in accordance with the definitions of "own occupation" and "any occupation" as set forth in paragraph 1. above.
 - (1) Part A. A basic duty disability benefit amount which is 50% of the member's final compensation at the time his duty disability retirement began.
 - (2) Part B. A supplemental duty disability benefit which is 16 2/3% of the member's final compensation at the time his duty disability retirement began.
 - (3) Escalators. On July 1st of each year, the amounts of Parts A and B then payable will each be increased by adding to said amounts the product of 2.25% times the initial amount of said Part A and B benefit which was computed at the time the duty disability retirement began.
- (b) For the first 24 months that a member is on duty disability retirement his benefit shall be the sum of Parts A and B plus applicable escalators.
- (c) After 24 months, a member who is disabled from any occupation shall continue to receive a duty disability retirement benefit which is the sum of Parts A and B plus applicable escalators. After the expiration of the period when the member would have attained 25 years of creditable service had he/she continued in active service, payment of Part B will cease.
- (d) After 24 months, a member who is not disabled from any occupation shall only receive Part A plus applicable escalators as his duty disability retirement benefit.
- (e) Conversion. Duty disability retirement benefits shall continue to be paid to a member on duty disability retirement after the member has attained 25 years of credited service, to the earlier of (i) the member's attainment of age 65, or

- (ii) termination of disability as determined by the third party administrator (TPA). Upon termination of disability or attainment of age 65, a member with 25 years of credited service shall be eligible to receive a service retirement benefit. The amount of such service retirement benefit shall be the same amount which would have been payable if the conversion from duty disability retirement to service retirement had occurred at the date of attaining 25 years of service credit.
- (f) If a member on duty disability retirement returns to active service and within a 24 month period re-qualifies for duty disability retirement for the same or related reasons he/she had been retired, then the disability shall be deemed a continuation of the prior disabling condition and the period of the return to work will not have caused the employee to be entitled to a new initial determination of Part A and B benefit amounts as set forth in sub-paragraphs 2.a.(1) and 2.a.(2) above. Instead, such employee will return to retirement at the point he/she had reached in sub-paragraphs 2.b., 2.c. or 2.d. above as if there had not been a break in his period of placement on duty disability retirement.
- (g) Non-duty disability benefits will continue to be calculated as provided by the City Charter.
- (h) Disability retirement benefits shall continue to be considered Charter benefits which are paid instead of and not in addition to any benefits under the State Workers' Disability Compensation Act.
- (i) Survivor Benefits. Survivor benefit coverage applicable to active members shall be continued during the period a member is eligible for a duty disability benefit. Upon conversion to a service retirement benefit as provided in 2.e., automatic survivor benefit coverage shall terminate. At that time, the member shall have the right to elect an optional form of payment in the same manner as if he/she had retired from active membership on the conversion date.

(3) Pension Credit While on Duty Disability Status.

- (a) While eligible to receive duty disability benefits, regular defined pension service credit shall continue to accrue.
- (b) The accrual of regular defined benefit pension service credit will cease when the member has 25 years of credited service.

(4) Earnings Offset.

(a) In the event that a recipient of a duty disability retirement benefit receives earned income from gainful employment during a calendar year, the amount of the member's disability benefit payable during the next subsequent fiscal year will be adjusted so it does not exceed the difference between (i) the member's base salary at the date of disability, increased by 2.25% times the number of full years from the date of disability to the year in which the earnings offset is applied, and (ii) the amount of remuneration from gainful employment during the prior calendar year.

(b) The earnings test shall be based on information the TPA may periodically require from a duty disability benefit recipient or have secured from other reliable sources. Furnishing such information shall be a condition for continued eligibility for a duty disability benefit.

(5) Annuity Withdrawal. The current withdrawal provision of the retirement system will continue. If a duty disability recipient elects annuity withdrawal after attaining 25 years of credited service, the applicable benefit reduction will offset the duty disability benefit until the conversion date, after which it will offset the converted service retirement benefit.

(6) The disability retirement procedure will be revised as follows:

(a) The function now performed by Medical Boards of Review with respect to the determination of whether an applicant is disabled will be performed by a qualified physician or surgeon in the appropriate specialty at Detroit Receiving Hospital or such other medical facility as may subsequently be mutually determined by the Union and the City. If either the Union or the City desires to terminate the services of the medical facility, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the medical facility of its termination. Neither party may terminate the services of a medical facility unless it has heard at least one case. Once the medical facility has received written notice that its services are terminated, it shall hear no further cases. However, the medical facility shall render decisions on all cases where the applicant has been examined and evaluated prior to receiving such notice. The medical facility will select the doctor who will perform the examination and evaluation. The medical finding of this physician or surgeon as to whether the applicant is disabled shall be final and binding on all interested parties.

- (b) If the applicant is determined to be disabled, the Board of Trustees or its designee will examine the pension file, including the submissions of the applicant and the Fire Department, to determine if there is any dispute as to whether the disability "resulted from the performance of duty" within the meaning of the pension plan. If it is undisputed that the disability did result from the performance of duty, the Board of Trustees will grant duty disability retirement benefits. If it is undisputed that the disability did not result from the performance of duty, the Board of Trustees will grant non-duty disability retirement benefits, provided the applicant meets the other conditions of eligibility, e.g., five years of creditable service. If the performance of duty issue is in dispute, the Board of Trustees will refer the matter to arbitration by a member of the Disability Retirement Review Board (DRRB). The decision of the DRRB member as to whether the disability resulted from the performance of duty shall be final and binding upon all interested parties. The DRRB shall consist of 3 qualified arbitrators who will be individually assigned in rotating order to decide the matters referred to arbitration by the Board of Trustees. The procedure for the termination of umpires and the selection of new umpires currently in use by the DFFA and the Department shall apply to the termination and the selection of new DRRB arbitrators.
- (c) The hearing before a member of the DRRB will be conducted in accordance with the following procedures:
- (1) The applicant and the City will have the right to appear in person or otherwise, may be represented by counsel if they wish and will be afforded an equal opportunity to present evidence relevant to the issues;
 - (2) A court reporter will be present and make a stenographic record of the proceedings;
 - (3) The hearing will be closed to the public, except that the applicant may select one person to be with him in the hearing room; provided, however, that person may not testify;
 - (4) The witnesses will be sequestered;
 - (5) The witnesses will be sworn by the court reporter and testify under oath;
 - (6) The applicant may not be called by the City as an adverse witness;
 - (7) The DRRB member will apply the rules of evidence and follow the procedures which are customarily applied and followed in labor arbitration cases;

- (8) If the applicant wishes to have an employee of the City released from duty to appear as a witness on his behalf, the applicant may so inform the Board of Trustees in writing which, in turn, will submit a written request to the appropriate Department executive for the release of the employee for the purpose of so testifying;
- (9) The DRRB member will afford the parties an opportunity for the presentation of oral argument and/or the submission of briefs;
- (10) The DRRB member will issue a written decision containing credibility resolutions as necessary, findings of fact and conclusions with respect to all relevant issues in dispute. The decision of the DRRB member shall be final and binding on all interested parties;
- (11) The authority of the DRRB member is limited to deciding whether or not the applicant's disability "resulted from the performance of duty" within the meaning of the Pension Plan. The DRRB member shall have no authority to add to, subtract from, modify or disregard the terms of the Pension Plan; and
- (12) The costs associated with the hearing, including the arbitrator's fees and expenses, and the court reporter's fees and expenses, shall be paid by the Board of Trustees.
- (d) A Third Party Administrator (TPA) mutually selected by the Union and the City shall provide all ongoing duties of administering the disability benefits after initial eligibility has been determined. These duties shall include:
- (1) Monthly payment of benefits;
 - (2) The former duties of the Medical Director for conducting investigations to assure continuing eligibility for disability retirement benefits, including the annual re-examination of disability beneficiaries;
 - (3) Conducting investigations to determine any earnings the disability beneficiary may have for offset to system benefits; and
 - (4) The TPA shall have reasonable powers to insure compliance with re-examination and proof of earnings requirements including the withholding of monthly payments until compliance is achieved.
- (e) If a disability beneficiary is determined by the TPA to no longer be disabled, he/she may appeal that determination within seven (7) days thereof by filing a written request with the TPA for a re-examination by a qualified physician or surgeon at and selected by the medical facility identified in paragraph 6.a. above whose medical finding will be final and binding. The TPA shall

promptly arrange for such re-examination. The applicant's disability benefits will be continued pending that final and binding medical finding, and if the finding is that the applicant is no longer disabled, his disability benefits will be further continued while the Fire Department is conducting such examinations and/or investigations as necessary to determine whether the applicant is qualified for reappointment to active duty.

- (f) In the event that the Union and the City are unable to reach agreement upon the medical facility to perform the functions described in paragraph 6.a. or the TPA to perform the functions described in paragraph 6.d. of this section, within thirty (30) days after a vacancy occurs, each shall nominate one choice as its selection and after reviewing any materials submitted and considering any arguments advanced by the parties in support of their respective nominations, a member of the DRRB shall decide which of the two nominees shall serve as the medical facility or the TPA.

p. Deferred Retirement Option Program (DROP)

For members with a parity relationship with the DPOA or the DPCOA, Unit I, a Deferred Retirement Option Program (DROP) plan option shall be made available as a retirement option with the following features:

- (1) To participate in the program a member must have at least twenty-five (25) years of service with the City as a member of the Policemen and Firemen Retirement System.
- (2) There will be no limit on the number of years a member may participate in the program.
- (3) If a member is injured to the point that the member is disabled and placed off on a duty disability per the Retirement System, the member will revert to his regular pension.
- (4) A DROP accumulation account will be established with an outside investment company chosen by the Union.
- (5) The amount paid into the DROP accumulation account shall be 75% of the member's regular retirement allowance plus the annual escalator (2.25% x the full regular retirement x 75%).
- (6) Once a member has chosen to place his DROP proceeds into the DROP accumulation account, the member shall not be allowed to remove those funds until the member permanently retires.
- (7) Upon permanent retirement, the member shall be given the right to remove funds from the DROP accumulation account.

- (8) When the member permanently retires, the member will receive a regular retirement allowance calculated as if the member retired on the day the DROP account started. The member's retirement allowance shall include all annual escalator amounts (2.25%) that would have been added while the member was participating in the DROP plan.
 - (9) This program will not be put into effect unless it is certified by the IRS that it will not affect the tax exempt status of the Retirement System under the Internal Revenue Code.
 - (10) This program shall be effective only for as long as it is cost-neutral to the City, provided however, that the DROP Plan shall continue during the pendency of proceedings, described below, designed to restore the Plan to cost neutrality.
 - (11) If the City contends that the program is costing it money, including, but not limited to, making the City's annual contribution to the P&F Pension System higher than it would be if the DROP Plan was not in effect, the parties, along with the Plan's actuary as well as an actuary appointed by the City, shall meet and confer in good faith regarding the cost. If the parties are unable to reach an understanding, the matter shall be submitted to a third, independent, actuary, chosen or agreed upon by the Plan's actuary and the City's actuary who will be an associate or a fellow of the Society of Actuaries and a member of the American Academy of Actuaries. This actuary, when rendering a decision, will be limited to ordering implementation of changes necessary to make the program cost neutral. Upon the implementation of changes necessary to make the program cost neutral, participants shall have thirty days to elect (a) retiring from active employment or (b) withdraw from the DROP Plan, continuing active employment and resuming participation in the regular retirement plan. The Board shall notify the participant of these changes prior to implementation. Those resuming participation in the regular retirement plan shall not accumulate service credit for any time that they were participating in the DROP Plan. Those not making either election shall remain participants in the DROP Plan.
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- (12) In the event the DROP Plan cannot be changed to restore cost neutrality, it shall be discontinued and participants shall have the option of either (a) retiring, or (b) continuing active employment and resuming participation in the regular retirement plan.

23. SAFETY

A. Safety Committee:

There shall be 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 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 appointees 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:

1. review and analyze all reports of job-related accidents, deaths, injuries, and illness;
2. develop information on accident and injury sources and rates;
3. investigate Fire Department facilities and equipment to detect hazardous conditions or unsafe work methods, including but not limited to training procedures, and cause them to be corrected;
4. promote safety for all Department members;
5. study hazardous material issues and equipment;
6. review all specifications for protective equipment, apparel, and/or safety devices prior to letting out bids for new or renewal contracts for the purchase thereof.
7. review and recommend training procedures.

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 set policy on:

1. changes to, addition to, or purchase (and specifications) of fire fighters' protective apparel and equipment;
2. changes to, additions to, purchase (and specifications) and testing of equipment essential to the maintenance of safe living quarters;
3. correction of unsafe and harmful working conditions, including the setting of a deadline for the abatement of such conditions as they relate to fire fighters personal protective equipment and the maintenance of safe living quarters.
4. the cleaning and testing of air compressors.

All policies/amendments adopted by the Committee shall be made to the Fire Commissioner in writing.

B. Equipment:

- **General** 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. All of the foregoing shall be subject to the departmental rules on maintenance.
- **Protective Trousers** 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.
- **Blankets, Pillows** All 24-hours 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.
- **Personal Safety Alarms (P.A.S.S.)** All members of the fire fighting division shall have personal safety alarms (P.A.S.S.) Attached to their SCBA units. All harnesses shall be outfitted no later than June 30, 1996.
- **Protective Gloves** All Fire Engine Operators shall be issued one (1) extra pair of protective gloves no later than June 30, 1996.
- **Exhaust Systems** All Fire stations shall have exhaust systems installed, one per assigned rig. Installation of the systems shall be completed no later than June 30, 1997.
- **Cairns Helmet** Effective July 1, 1995, the Cairns 1010 helmet shall be issued after the current inventory is exhausted.
- **Breathing Tubes** The City shall provide all members of the Fire Fighting Division with their personal breathing tubes no later that January 1, 1997.

- **Rescue Bags** The City shall purchase air rescue bags for each TMS unit. The type shall be determined by the Joint Health and Safety Committee. Rescue bags shall be purchased as recommended by the Joint Health and Safety Committee no later than January 1, 1997.
- **Prep Radios** The Fire Prevention Section Inspectors shall be issued prep radios to be used during their tours of duty.
- **Extra Gear** The City shall provide on or before March 1, 1991, one (1) extra fire coat, one (1) extra pair of protective trousers (also known as bunker pants), one (1) extra pair of fire boots, and one (1) extra pair of fire gloves to each members of the Fire Fighting Division. This gear shall be in addition to the equipment previously required to be issued by the City and shall be the same as the standard issue being distributed at the time members are give the extra gear. The City shall provide Fire Engine Operators and Apparatus Emergency Mechanics a short, all-weather jacket instead of the extra issue gear provided to fire fighting personnel as enumerated in the first sentence. (Fire Engine Operators and Apparatus Emergency Mechanics shall also continue to receive their normal gear).

The Detroit Fire Fighters Association agrees to accept the additional fire coat, protective trousers, fire boots and fire gloves (and in the case of Fire Engine Operators and Apparatus Emergency Mechanics, the short , all weather jacket) in lieu of the station/work uniforms awarded by the Act 312 Panel in M.E.R.C. Case Number D 86-C450 (1987) Issue No. 4-station/work uniforms, which was Article 22.B.7.c. of the parties' 1986-1989 collective bargaining agreement.

C. Prophylactic Inoculations:

Upon notification to the Employer by the employee, DFFA-bargaining unit employees on a voluntary basis shall be granted, at Employer expense, prophylactic inoculations for:

- a. Hepatitis B Virus (HBV), and
- b. As prophylactic inoculations become available, for:
 1. Additional strains of Hepatitis;
 2. Human Immunodeficiency Virus (HIV) related conditions;
 3. Acquired Immune Deficiency Syndrome (HIV) antibody positive conditions.

Upon notification to the Employer by the employee that a bargaining unit employees is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious of infectious nature, the employee on a voluntary basis, shall be granted, at Employer expense, medically necessary tests and/or screening, and prophylactic treatment.

D. Haz Mat Unit

Effective June 1, 2001, employees assigned to Haz Mat Unit, and meeting necessary criteria, shall receive two hundred and 00/100 (200.00) dollars per month hazardous material duty pay.

Any employee permanently assigned to the Haz Mat unit for a portion of any month, shall receive a pro-rata amount of the two hundred (\$200.00) per month hazardous material duty pay.

Members assigned on a daily basis (detailed in) shall receive twenty dollars (\$20.00) dollars per day for each day worked. A minimum of eight (8) hours must be worked. Any member working for a member assigned to the Haz Mat shall not receive the hazardous material duty pay or any additional pay above what he or she is already receiving if already assigned to the Haz Mat Unit.

Only those employees meeting the criteria necessary to be placed on the Haz Mat Unit and having been placed on the qualified list shall be eligible to be permanently or temporarily assigned (detailed in) to the Haz Mat Unit and receive hazardous material duty pay.

All hazardous material duty pay shall be paid on a quarterly basis.

Members can only be permanently assigned one stipend program at one time (e.g. Haz Mat). Any member eligible for a monthly stipend in his/her regular assigned position shall only be entitled to receive the per diem rate (daily stipend) when temporarily assigned (detailed in) to another program which receives a monthly stipend.

The Union waives, on its own behalf and on the behalf of its members, any claim for legal or equitable relief, to which the Union or its members would otherwise be entitled as a result of Article 23(D). This waiver will only be effective for the period commencing June 1, 2001, and ending on the date of the issuance of the Act 312 Award in MERC Case No. D98-D0644. Thereafter, this waiver will expire, and the Union reserves the right to enforce Article 23(D) as then written in any forum or proceeding provided by law or contract.

E. Detroit City Airport

Effective June 30, 2001, employees assigned to the Detroit City Airport roster and meeting necessary criteria shall receive seventy-five dollars (\$75.00) per month airport duty pay. Any employee permanently assigned to the Airport roster for a portion of any month shall receive a pro-rata amount of the seventy-five dollars (\$75.00) per month airport duty pay.

If in the future a passenger-carrying airline begins providing scheduled passenger airline service to the Airport (Pro Air and Southwest being non-exclusive examples of such scheduled passenger airline service), then the airport duty pay shall be increased to two hundred dollars (200.00) per month and shall continue to be paid in the amount throughout the term of such scheduled passenger airline services. Throughout the term of such scheduled passenger airline service, any employee permanently assigned to the Airport roster for a

portion of any month shall receive a pro-rata amount of the two hundred dollars (\$200.00) per month airport duty pay.

If the scheduled passenger airline services later terminate, the airport duty pay shall revert to the seventy-five dollars (\$75.00) per month amount.

Members assigned on a daily basis (detailed in) shall receive 1/10th per each day worked of the monthly airport duty pay. An employee will be eligible for this daily pay if he or she works in the assignment for the period specified in article 17(A).

All airport duty pay shall be paid on a quarterly basis, on the same dates as hazardous material duty pay is paid under Article 23(D).

The Union waives, on its own behalf and on the behalf of its members, any claim for legal or equitable relief, to which the Union or its members would otherwise be entitled as a result of Article 23(D). This waiver will only be effective for the period commencing June 1, 2001, and ending on the date of the issuance of the Act 312 Award in MERC Case No. D98-D0644. Thereafter, this waiver will expire, and the Union reserves the right to enforce Article 23(D) as then written in any forum or proceeding provided by law or contract.

F. General

Nothing in the 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. COMPANY STAFFING

A. Tactical Mobile Squads:

There shall be six (6) tactical mobile squads for four (4) persons each.

B. Other Companies:

All engine, ladder and dual fire/hazardous material response unit companies, except TACs, shall have not less than four (4) members on duty per tour of duty for the entire tour of duty.

This requirement shall be temporarily excused only when the Department is given less than twelve (12) hours notice by a member scheduled for a tour of duty in an engine or ladder company that the member will not be at work.

When this exception applies, the manpower in the Fire Fighting Division shall be (re)allocated between the engine and ladder companies under the customary detailing system of reassignment of the next most senior available on-duty employee in that classification in the City. For example, if five (5) members fail to give timely notice, those five (5) vacancies shall be (re)allocated among all engine and ladder companies under the customary detailing system.

28. DURATION

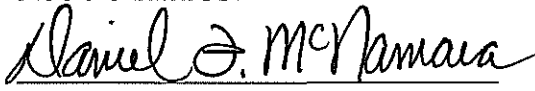
This Agreement shall become effective upon the effective date of the Resolution of Approval of the City Council as provided by law.

This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2001. The parties may, by written agreement, extend the Agreement for any agreed upon period beyond the expiration date.

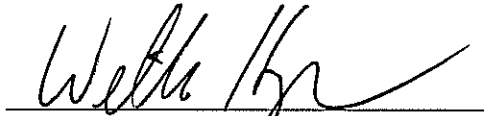
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Dated this 18th day of September 2002.

DETROIT FIRE FIGHTERS ASSOCIATION



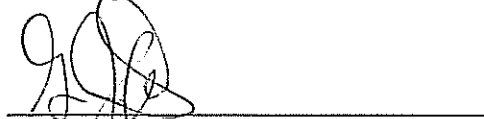
DANIEL F. McNAMARA, President
Detroit Fire Fighters Association



WILLIAM M. HARP
Vice President

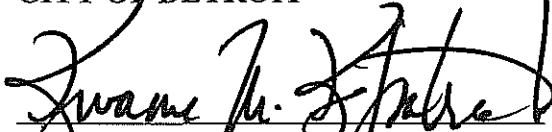


VERDINE PIERCE
Secretary

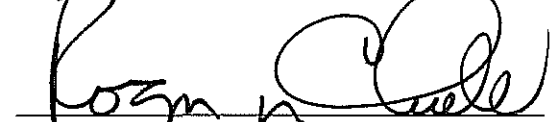


GEORGE ORZECH
Treasurer

CITY OF DETROIT



KWAME M. KILPATRICK, Mayor
City of Detroit



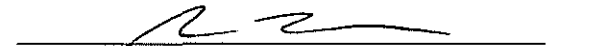
ROGER N. CHEEK, Interim Director
Labor Relations Division



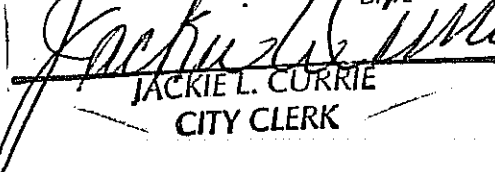
WENDY BRODEN, Director
Human Resources Department




RUTH CARTER, Corporation Counsel
Law Department


SEAN WERDLOW, Chief Financial Officer
Finance Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL 10-30-02
DATE


JACKIE L. CURRIE
CITY CLERK


TYRONE SCOTT, Fire Commissioner
Fire Department

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

RE: COMMERCIAL DRIVER'S LICENSE

- A. For employees who are required by the City (as outlined in their job specification) to have a Commercial Driver's License (CDL), the City will pay fifty percent (50%) of the renewal fee for their CDL and one hundred percent (100%) of the cost of any required endorsements.
- B. Refund payments will not include any other fees or expenses associated with renewing a CDL.
- C. To be eligible for this reimbursement, employees must follow the procedures established by their department (Form CDL 2-97). This reimbursement is only for CDL renewals obtained on or after January 1, 2002, (subject to the Labor Agreement being approved by City Council).

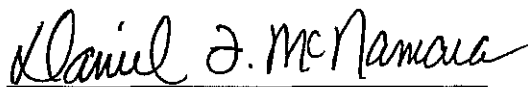
Dated this 18th of September, 2002

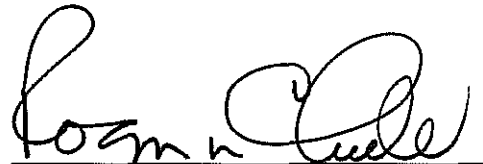
Detroit Fire Fighters Association
Local 344
By: /s/JOHN K. KING, President

City of Detroit
By: /s/ROGER CHEEK, Director
Labor Relations Division

FOR THE UNION:

FOR THE CITY:


Daniel F. McNamara, President
Detroit Fire Fighters Association


Roger N. Cheek
Labor Relations

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

RE: CALL-BACK OVERTIME

Members of the Fire Marshal Division who receive overtime pay for call-back will, upon their request, be entitled to Overtime Pay or Compensatory Time at their option. It is further agreed that:

- 1) Liquidation of the aforementioned Compensatory Time will be in accordance with City of Detroit-DFFA contract agreement and the rules and procedures of the Detroit Fire Department.
- 2) In the event of call-back members will receive a minimum of four (4) hours CT or four (4) hours pay. After 2-3/4 hours of overtime work, they will receive time and a half Compensatory Time or Overtime pay.
- 3) No member will be allowed to accumulate over 50 hours of Compensatory Time.

Dated this 18th of September, 2002

Agreed:

For the City of Detroit, Detroit Fire Department

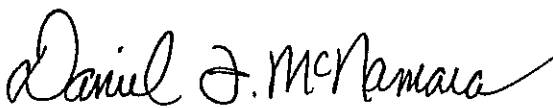
/s/ Phillip F. Gorak

For the Detroit Fire Fighter's Association

/s/ Earl J. Berry


Dated: Mar.15-1977

FOR THE UNION:



Daniel F. McNamara, President
Detroit Fire Fighters Association

FOR THE CITY:



Roger N. Cheek
Labor Relations

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

Specifically, with respect to Articles 9 and 15 hereof the parties hereby reserve all rights and defenses which they have by reason of court and Michigan Employment Relations Commission decision, 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 Nol. C68 D-37, City of Detroit Board of Fire Commissioners and Local 344, Detroit Fire Fighters Association.

Dated this 18th Day of September, 2002

Detroit Fire Fighters Association
Local 344
By:/s/MARK D. LAFFERTY, President

City of Detroit
By:/s/ROGER CHEEK, Director
Labor Relations Division

FOR THE UNION:

FOR THE CITY:



Daniel F. McNamara, President
Detroit Fire Fighters Association



Roger N. Cheek
Labor Relations

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

RE: PHYSICAL FITNESS PROGRAM

The Fire Department reserves the right to implement a physical fitness program for each fire fighter. The physical fitness program shall be a positive program and not punitive in design; allow for age and position in the Department; allow for on-duty time participation utilizing facilities provided or arranged by the Department; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program a Labor/Management Wellness/Fitness Committee shall be formed within ninety days of the signing of this contract. The committee members will consist of three (3) representatives of the Fire Department to be selected by the Fire Commissioner, three (3) representatives of Local 344 to be selected by the Association President, the Fire Department Physician or a designated representative of the Medical Division (non-voting) and an outside medical, physiological and wellness consultant(s) (non-voting) mutually chosen by both parties. Alternates of the Department shall be designated by the Commissioner and alternates of the Association shall be designated by the Association President to attend in the event of the absence of a member of the committee.

The Labor/Management Wellness/Fitness Committee shall be responsible for four primary areas:

Implementation of IAFC/IAFF Wellness/Fitness Program: Receiving this Initiative and fully adapting the components to the Detroit Fire Department.

Statistics and Health: Developing statistics on experience with lost time and costs due to disease and injury over the past 5 years; showing, through a literature search, how a fitness program can help avoid or reduce disease and injury; and projecting the cost savings over 10 years due to a wellness/fitness program.

Wellness/Fitness Program: Developing program objectives; developing the program and related activities (e.g. workshops, smoking cessation and weight control programs); prepare and submit proposals to the Fire Commissioner.

Executive and Marketing Functions: Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups and individuals; investigating legal implications of the fitness program; establishing policies and directives.


Proposals and recommendations of the Labor/Management Wellness/Fitness Committee must be signed by the Association President and the Department's Committee Chairperson prior to submission to Fire Commissioner.

Dated This 18th Day of September, 2002

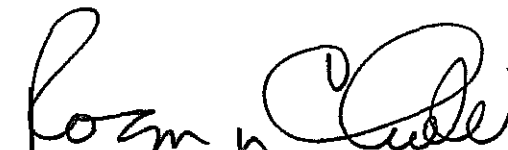
Detroit Fire Fighters Association
Local 344
By:/s/JOHN K. KING, President

City of Detroit
By:/s/ROGER CHEEK, Director
Labor Relations Division

FOR THE UNION:


Daniel F. McNamara, President
Detroit Fire Fighters Association

FOR THE CITY:


Roger N. Cheek
Labor Relations

SCHEDULE I
CITY OF DETROIT AND
DETROIT FIRE FIGHTERS ASSOCIATION

RE: 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 Fighters
 - a. Boiler Operator - High Pressure - 24 Hour Service Interim
 - b. Assistant Fire Dispatcher
 - c. The salary of Fire Fighter Driver shall be 105% of the maximum salary of Fire Fighter.
 - d. Classifications equal to Fire Sergeant:
 - a) Fire Engine Operator
 - b) Operator of an aerial tower or platform apparatus
 - c) Senior Assistant Fire Dispatcher
 2. 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

3. The salary for the classification of Senior Fire Dispatcher (73-60-61) shall be the arithmetic mean (rounded to the next highest whole dollar) of the salaries for the classifications of Fire Lieutenant and Fire Captain.
4. The salary of the Assistant Superintendent of the Apparatus Division shall be 93% of the salary of Captain; the fringe benefits of that position shall remain tied to civilian employees.
5. 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
 - h. Assistant Community Relations Coordinator
6. 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
 - i. Technical Support Supervisor - Fire Marshal Division.
7. Effective July 1, 1995, there shall be two (2) Senior Chiefs, Unit 1 and Unit 2. The Senior Chiefs shall be the two (2) most senior employees from the rank of Battalion Chief.

Salary of the Senior Chief, Unit 1 and Unit 2, shall be eighty-nine percent (89%) of the Chief of Fire Department.

8. The salary of Deputy Fire Chief shall be 93% of the salary of Chief of Department.
 9. The salary of the Fire Marshall 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. Traditional police-fire pay parity as heretofore defined and applied shall continue. This shall include, by way of illustration and not limitation, the compensation adjustments in the 1969 PA 312 George Roumell DPOA-City Award, dated February 20, 1995; the Memorandum of Understanding Between the City and the DFFA pertaining to changes and improvements in the Detroit Policemen and Firemen Retirement System, dated April 22, 1993, effective July 1, 1992; Ordinance No. 2-93, Chapter 47, to provide for changes in pension benefits in the General Retirement System, enacted February 1993, retroactive to July 1, 1992; the duty disability program adopted pursuant to the 1969 PA 312 Roumell DPOA-City Award, dated February 20, 1995 (as referenced in Mr. Roumell's February 22, 1995 letter to counsel for the DPOA and City) provided that references to "police officer" or "Union" shall be modified to "fire fighter" or "DFFA" respectively; effective October 1, 1995, the health care insurance award of 1969 PA 312 Roumell DPOA-City award dated February 20, 1995 ("21. Hospitalization, Medical Dental and Optical Care," at pages 100-106; and item 2 of the Roumell February 21, 1995 letter to DPOA and City counsel), provided that, although the DFFA agrees to the level of health care premiums therein provided to be paid by the city to the Coalition of Public Safety Employees Health Trust, the DFFA reserves the option to participate in that Trust or to create its own trust and further provided that members of the DFFA bargaining unit reserve the personal option, alternately, to continue under City-maintained current carriers and programs, subject to parity and applicable premium levels.

E. Contingent Parity

If there is established for 1998-2001 by arbitration, negotiations or otherwise different compensation or cash benefits for non-civilian employees or officers of the Detroit Police Department that 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

CITY OF DETROIT AND
DETROIT FIRE FIGHTERS ASSOCIATION
(See Article I)

RE: Classifications Represented:

A. Non Civilians:

1. 24-Hour Personnel

Senior Chief
Battalion Fire Chief
Fire Captain
Fire Lieutenant
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 Community Relations Coordinator
Fire Department Research and Development Coordinator
Supervisor of Fire Protection Engineering
Assistant Fire Department Community Relations Coordinator - Captain
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
Technical Support Supervisor - Fire Marshal Division

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 Repairman - Non-Civilians:

Apparatus Emergency Mechanic

E. Fire Boat - Civilians:

Fire Boat Mechanic

F. Fire Boat - Non Civilians:

Fire Boat Operator
Fire Boat Deckhand

EXHIBIT I

CITY OF DETROIT AND DETROIT FIREFIGHTERS ASSOCIATION

RE: MILEAGE REIMBURSEMENT PLAN

A. Rates of Payment:

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

Thirty one cents (31¢) 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/her 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.

B. Definition of Reimbursable Mileage:

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. 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 work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.
5. An employee shall not be required to use his/her privately owned vehicle for any Fire Department purpose unless on a voluntary basis in which event he/she 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.
6. 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.

C. Accident Payments:

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess \$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 an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

D. Automobile breakdowns shall be dealt with as follows:

1. Before Arriving On The Job:

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

- a. In case in minor adjustments or emergency to get vehicle going, employee shall call immediate supervisor to apprise him of the emergency. Employee will then report to work as instructed and suffer no loss pay for the excused tardiness. Receipt from road service or garage or memo from inspector required.
- b. 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/her choice to make arrangements for transportation and work assignments for balance of day. Receipt from road service or garage required.
- c. In those situation causing misunderstanding or disagreement, the facts in each instance shall be reviewed by the Assistant Fire Marshal for his/her 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.

2. After Arriving On The Job:

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

- a. 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 instruction on balance of work. Receipt from garage or memo from inspector required.
- b. In case of major or time consuming auto service needs, employee shall be permitted to arrange for vehicle to be towed to garage for his/her choice to make arrangements for repairs. He/She must call immediate supervisor to make arrangements for transportation and work assignments for balance of day. Receipt from road service or garage required.

- c. In those situations causing misunderstanding or disagreement, the facts in each instance shall be reviewed by the Assistant Fire Marshal for his/her decision. Should the Assistant Fire Marshal 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.
3. 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/her job 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/her job assignments.

- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.
- F. In order to receive mileage reimbursement an employee must actually use an automobile on City business.
- G. Effective July 1, 1995, the City shall reimburse a member on J-time for mileage and parking expenses incurred by the member to obtain an examination, medical treatment or rehabilitation for such injury.

Mileage shall be from the member's residence, or quarters, to the medical Division or other such facility approved by the Medical Division, by the most direct route. Such mileage shall not exceed 50 miles round trip.

Members returning to duty from S-time or AWOL shall not be eligible for said mileage or parking.

Reimbursement for parking shall not exceed the Cobo-Hall Roof, "early bird" rate currently in effect at time. Said rate will be posted by the Department upon implementation of benefit and after any increase or decrease in the rate. The employee seeking reimbursement for parking shall submit stamped receipts for reimbursement.

Reimbursement for mileage by a member to obtain an examination, medical treatment or rehabilitation at their physician of choice shall not exceed five (5) miles outside of the City of Detroit limits.

- H. Absent exigent circumstances beyond the City's control, reimbursements submitted on a "Mileage Record and Automobile Usage Report" shall be paid by the City to employees within the following time limits:

1. For employees of the Fire Fighting Division, by no later than sixty (60) days after the date that the "Mileage Record and Automobile Usage Report" is submitted to payroll;
2. For employees of the Fire Marshal Division, by no later than forty-five (45) days after the date that the "Mileage Record and Automobile Usage Report" is submitted to the Clerk of the Fire Marshal Division.

It is further agreed that in consideration of the time and effort involved in processing both the summer and winter furlough sell-back and the crediting of SL-CT, the City shall have an additional thirty (30) days to pay the mileage submitted in the April, July, and October reports. That is, the mileage reported for April will be payable by the end of July, the mileage reported for July will be payable by the end of October and the mileage reported for October will be payable by the end of January. The City will continue to strive, however, to meet the time limits as outlined in paragraphs 1 and 2 above.

Provided, however, it is understood that the above time limits do not apply to new Fire Department employees during the first three (3) months from their date of hire, nor do they apply to the first reimbursement check to be issued following an employee's submission of a name change.

EXHIBIT II
STEP INCREMENT SCHEDULE

A. Fire Fighters hired prior to February 20, 1995:

	<u>7/01/98</u>	<u>7/01/99</u>	<u>7/01/00</u>	<u>1/01/01</u>
Start	\$31,514	\$32,468	\$33,442	\$34,445
After 1 year	\$33,537	\$34,549	\$35,586	\$36,653
After 2 years	\$35,559	\$36,631	\$37,730	\$38,861
After 3 years	\$37,582	\$38,712	\$39,873	\$41,070
After 4 years	\$39,608	\$40,794	\$42,017	\$43,278
After 5 years	\$41,626	\$42,875	\$44,161	\$45,486

B. Fire Fighters hired on or after February 20, 1995:

	<u>7/01/98</u>	<u>7/01/99</u>	<u>7/01/00</u>	<u>1/01/01</u>
Start	\$25,500	\$26,265	\$27,053	\$27,865
After Academy			\$28,053	\$28,865
After 1 year	\$27,324	\$28,144	\$30,475	\$31,389
After 2 years	\$29,148	\$30,022	\$33,896	\$34,913
After 3 years	\$33,307	\$34,306	\$37,318	\$38,438
After 4 years	\$37,467	\$38,591	\$40,739	\$41,962
After 5 years	\$41,626	\$42,875	\$44,161	\$45,486

EXHIBIT III

CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

RE: ELIGIBILITY STANDARDS FOR DRIVING ASSIGNMENTS

It is the employee's duty to report that his/her license to drive has been suspended or revoked by the State of Michigan. Effective February 18, 2000, if an employee is found to without a valid driver's license, they will be subject to disciplinary action under General Rule 5, 43.

Following is the "Eligibility Standards for Driving Assignments" which was issued by the Human Resources Department (formerly the Personnel Department) on March 3, 1972 and distributed on March 10, 1972:

**"Eligibility Standards for Driving Assignments"
(Personnel Directive #82-2)**

- A. The following point and accident record shall result in the immediate disqualification of an employee to drive a motor vehicle owned by the City of Detroit or to drive on City of Detroit business on a mileage basis:
- (1) Accumulation of 10 or more points for driving violations in the past 24 months;
 - (2) Accumulation of 9 points in the past 24 months and involvement in one chargeable accidents while driving a City-owned vehicle;
 - (3) Accumulation of 8 points in the past 24 months and involvement in two chargeable accidents while driving a City-owned vehicle;
 - (4) Involvement in three chargeable accidents within the past 24 months while driving a City-owned vehicle;
 - (5) Not having a valid Michigan driver's license for any reason.
- B. When records are obtained from the Secretary of State showing that a City employee has accumulated 8 points for driving violations, the department in which the individual is employed shall be notified so that they can warn the employee that he is in danger of being declared ineligible to drive.

When the Secretary of State's records indicate that an employee is covered by categories 1 through 5 above, the Human Resources Department will immediately notify the department in which the employee involved is employed that the employee is no longer eligible to drive so that the department can take appropriate action.

Employees will remain disqualified until the point or accident record is satisfactory based on the standards for evaluation.

- C. The above standards and procedures will apply on and after April 1, 1972.

Note: Central Safety, formerly a division of the Civil Service Commission, is now a function of the Risk Management Division of the Finance Department.

- D. These standards are still applicable to City employee, except where they may have been modified by agreement between the City and an exclusive bargaining agent. The Finance and Human Resources Departments are currently reviewing these standards and there may be some proposed changes.

- E. The standards indicate that operating departments are to take "appropriate action" where an employee is no longer eligible to drive under these standards. Following are guidelines which should be followed by departments in situations where the ineligible employee is in a job classification or is in a position in the department which requires the employee to operate a City vehicle or his own car on a mileage basis, in carrying out his assigned duties and responsibilities:

1. In the case of employees whose license is temporarily suspended because of unpaid tickets and employees who fail to renew their license:

- a. If the employee reports this fact to his supervisor, he/she shall be placed on unpaid departmental leave for a period not to exceed 30 days. As soon as the employee presents evidence of restoration of his license, he/she will be allowed to return to work. If the employee does not return with a restored license within 30 days, action should be take to terminate his employment.
- b. If the employee does not report suspension of his license and continues to drive on City business, the employee shall be given a 30-day suspension.. At the end of the 30-day period, the employee will be allowed to return to work if he/she presents evidence of the restoration of his license. If the employee does not return with a restored license in 30 days, action should be taken to terminate his employment.

2. In the case of employees who amass a number of points or combination of points and chargeable accidents which makes them ineligible to drive on City business:

- a. Such employees shall be suspended for 30 days pending termination of employment. If the employee presents evidence within this 30-day period, that he/she will become eligible to drive based on the City's Standards within a 90-day period, he/she may be continued on suspension until he/she does become eligible, not to exceed a total of 90 days. As soon as he/she becomes eligible again, he/she will be returned to work.

- b. If the employee is in a position in the department which does not necessitate driving of a vehicle on a regular or continuing basis, the department would have the option of limiting assignment of the employee to non-driving assignment provided such action does not adversely affect departmental operations, not to exceed a total of 90 days. If the employee does not become eligible within the 90-day period, action should be taken to terminate his employment.
3. In the case of employees whose license to drive has been suspended or revoked by the State of Michigan for excess points or serious traffic violations:
 - a. If the employee reports loss of his/her license to his supervisor, he/she shall be given a 30-day period the employee presents evidence of the restoration of his driving privileges, the termination will not be implemented. If the employee is now eligible to drive under City Standards, he/she shall be returned to work, if not, he/she may be continued on suspension for a period not to exceed a total of 90-days.
 - b. If the employee does not report loss of his/her license and continues to drive on City business, he/she shall be discharged for cause.
4. Employees involved in three (3) chargeable accidents within a two (2) year period while driving a City-owned vehicle shall be subject to termination of employment; provided, however, an employee who operates a vehicle while on City business, under the influence of alcohol or controlled substance or in a reckless manner and causes injury to persons or property may be discharged for cause on the first occasion.
5. In all cases where an employee is no longer eligible to drive on City business, the department may at its discretion and upon the employee's request propose demotion of the employee to an available position in a non-driving job classification for which the employee is qualified, provided the rights of other persons are not adversely affected.
6. Where the employee's employment is to be terminated under any of the above provision, termination shall be by resignation or by issuance of a notice of discharge citing failure to maintain eligibility to operate a City vehicle resulting in unavailability to perform all the duties of the classification. Where applicable, operation of a City vehicle without a valid license or under influence of alcohol or controlled substance should also be noted on the discharge.
7. An employee who has been returned to work and is found to have driven a City vehicle for a second time without a proper valid license within two years of the first occurrence shall be subject to discharge for cause.

F. It is hereby agreed between the parties that the pending grievance shall be resolved in the following manner:

1. Any employee who informs the Fire Department that their driver's license has been suspended, revoked, lost, etc, shall be given thirty (30) days to have said license reactivated or replaced.
2. Said employee will not be allowed to operate a City vehicle during the period of time necessary to reactivate or replace their driver's license.
3. Said employee, if normally assigned to drive a Fire Department vehicle (DA, FFD, FEO, etc), will be assigned duties within his/her respective division that do not include driving. Said employee will receive no additional compensation that would normally come with driving that vehicle.
4. If at the conclusion of the thirty (30) day period, the employee has not reactivated or replaced their driver's license, said employee shall be subject to disciplinary action by the Detroit Fire Department.
5. Employees who are found to be without a valid driver's license, shall be subject to immediately being placed on Leave Without Pay.
6. If said employee has not secured or replaced their driver's license within thirty (30) days of being on Leave Without Pay, said employee shall be subject to vacating his/her position.
7. Furthermore, if said employee is found to be without a valid driver's license, they shall be subject to disciplinary action under the General Rules and Regulations.

EXHIBIT IV

CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

RE: ELIGIBILITY LIST - FIRE PREVENTION INSPECTOR

- A. The Detroit Fire Department shall publish a posting for the position of _____ for the purpose of establishing an eligibility list. Such posting shall specify the date, time and location that the examination will be held.
- B. This position requires a 40-hour work week scheduled as follows:
1. Ten (10) hours per day/four (4) days a week - or - Eight (8) hours per day/five (5) days a week.
 2. Afternoon shifts are scheduled at regular intervals.
- C. Employees interested in the position shall submit two (2) copies of a letter of application, along with a City of Detroit Qualifying Questionnaire to the Office of the Executive Fire Commissioner on or before the date and time specified on the posting. The letter shall include department appointment date and seniority number.

NOTE: The Qualifying Questionnaire can be obtained from the Assistant Fire Marshal and Chief of Arson. Letters arriving after 1600 hours on the date specified in the posting, will not be accepted.

- D. The written examination will be generally based upon information found in the Detroit Fire Department's Training and Reference Manual, Rules and Policy Directives, and established Operation Procedures of the Fire Department. The exam will relate to all aspects of Detroit Fire Department Operations and Procedures, including organizational structure, fire fighting procedures, first aid, knowledge of apparatus and equipment, chemistry of fire, hazardous materials, etc.

An oral interview to review work records and personal qualifications for the position will be scheduled for each applicant passing the written examination. Applicants passing both the written exam and oral interview will be placed on the Eligibility List according to seniority.

E. BASIC REQUIREMENTS:

1. Minimum of five (5) years of service in the Fire Fighting Division as of August 19, 1999.
2. Minimum passing grade of 75% on the written portion of the qualifying examination.
3. Satisfactorily passing the qualifying oral interview.
4. Probation - Selected applicants must satisfactorily serve a six (6) month probationary period.

F. SPECIFICATIONS FOR FIRE PREVENTION INSPECTOR:

1. Satisfactorily passing a physical examination.
2. Education equivalent to graduation from an accredited high school, and preferably, an Associates Degree in Fire Science, with courses in Chemistry and Physics.
3. Reasonable knowledge of flammable liquids, fire hazards, and principles governing causes of fire and explosions.
4. Good mechanical aptitude.
5. Knowledge of building construction, and blue prints.
6. Knowledge of fire suppression equipment.
7. Knowledge of fire alarm systems.
8. Good reading and comprehension.
9. Tact in dealing with department personnel and the public.
10. Good driving record.

REMINDER

THE WRITTEN EXAMINATION FOR FIRE PREVENTION INSPECTOR WILL BE HELD AT ON THE DATE AND TIME SPECIFIED IN THE POSTING. APPLICANTS ARRIVING AFTER THE SPECIFIED START TIME WILL NOT BE ADMITTED.

EXHIBIT V

CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

RE: ARSON EXAMINATION-FIRE INVESTIGATION LIEUTENANT

- A. The Detroit Fire Department shall publish a posting for the position of Fire Investigation Lieutenant for the purpose of establishing an eligibility list. Such posting shall specify the date, time and location that the examination will be held. Interested employees meeting the requirements and specifications outlined below shall submit a letter of application (in triplicate), along with a City of Detroit Qualifying Questionnaire to the Executive Fire Commissioner, on or before date and time specified in the posting. The letter shall include name, date appointed to the Department and seniority number.

NOTE: The Qualifying Questionnaire can be obtained from the Assistant Fire Marshal or the Chief of Arson. Letters arriving after 1600 hours on the date specified in the posting will not be accepted.

- B. The written examination will be generally based upon information found in the Essentials of Fire Fighting, Department Rules and Policy Directives, and established Operating Procedures of the Fire Department. The exam will relate to all aspects of Detroit Fire Department Operations and Procedures, including organizational structure, fire fighting procedures, first aid, knowledge of apparatus and equipment, chemistry of fire, hazardous materials, arson responsibilities of a fire fighter, etc.

An oral interview to review work records and personal qualification for the position will be scheduled for each applicant passing the written examination. Applicants passing both the written exam and oral interview will be placed on the Eligibility List according to seniority.

C. BASIC REQUIREMENTS:

1. Minimum of five (5) years of service in the Fire Fighting Division as of (date of posting).
2. Minimum passing grade of 75% on written portion of qualifying examination.
3. Satisfactorily passing the qualifying oral interview.
4. The eligibility list shall be in effect two (2) years from date of compilation. After the expiration date, a new letter of application must be made and a qualifying examination held to establish a new eligibility list.
5. Probation - All applicants must satisfactorily serve a six (6) month probation period.
6. Police Academy - Qualifying applicants will be required to attend and pass the basic police training course, which is a 26-week training program to remain in the classification after being promoted.

D. **SPECIFICATION FOR FIRE INVESTIGATOR - LIEUTENANT**

1. Satisfactorily passing a physical examination.
2. Education equivalent to graduation from an accredited high school and, preferable, courses in chemistry, physics, accounting or allied subjects.
3. Reasonable knowledge of the principles governing the origin and cause of fires and explosions.
4. Some knowledge of flammable substances used to set fires
5. Some mechanical aptitude in the field of electricity, refrigeration, space heating, general building construction, insurance or building inspection.
6. Some knowledge of photography.
7. Some knowledge of firearms.
8. Preferably, some experience in typing and good handwriting.
9. Tact in dealing with department personnel and the public.
10. Good driving record.

REMINDER

The written examination for Arson Investigator-Lieutenant will be held on the date and time specified on the posting. Applicants arriving after the specified start time will not be admitted.

EXHIBIT VI

CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

RE: ELIGIBILITY LIST - INSTRUCTOR/LIEUTENANT AT THE TRAINING ACADEMY

- A. The position of Instructor/Lieutenant at the Training Academy requires a working schedule of eight (8) hours per day, five (5) days a week, Monday through Friday. On occasion special programs may be scheduled during evenings or on weekends.
- B. The Detroit Fire Department shall publish a posting for the position of Instructor/Lieutenant at the Training Academy for the purpose of establish an eligibility list. Such posting shall specify the date, time and location that the examination will be held. Employees interested in the position and possessing the necessary qualifications shall submit one (1) copy of a letter of application, along with a City of Detroit Qualifying Questionnaire, to the Office of the Executive Fire Commissioner on or before the date specified in the posting. The letter shall include department appointment day and seniority number.

NOTE: The Qualifying Questionnaire can be obtained from the Training Academy. Letters arriving after 1600 hours on the date specified in the posting will not be accepted.

- C. The written examination will be based on information found in the Essential of Fire Fighting Training and Reference Manuals, General Rules, Policy Directives, and established operating procedures of the Fire Department. The exam will relate to all aspects of department operations and procedures, including the organizational structure, fire fighting procedures, first aid, chemistry of fire, essential of fire fighting, S.C.B.A., P.P.E., etc, and will include questions related to instruction procedures and teaching practices.

An oral interview to review work records and personal qualifications for the position will be scheduled for each applicant passing the written examination. Applicants passing both the written examination and oral interview will be placed on the Eligibility List according to seniority.

D. BASIC REQUIREMENTS:

1. A minimum of eight (8) years of service, including five (5) years in the Fire-Fighting Division as of (date of posting).
2. Suitable educational background, with knowledge of teaching methods and instructional procedures.
3. Good department record.
4. Good driving record.
5. Tact and diplomacy in dealing with people.
6. Ability to prepare written educational material and to plan training programs.
7. Good physical condition.
8. Minimum passing grade of 75% on the written examination.
9. Successfully passing the qualifying oral interview.

REMINDER

The written examination for Instructor-Lieutenant at the Training Academy will be held on the date and time specified in the posting. Applicants arriving after the specified start time will not be admitted.

EXHIBIT VII

CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

TO: ALL ELIGIBLE DFFA MEMBERS

RE: ELIGIBILITY LIST - ASSISTANT FIRE DISPATCHER

- A. The Detroit Fire Department shall publish a posting for the position of Assistant Fire Dispatcher for the purpose of establish an eligibility list. Such posting shall specify the date, time and location that the examination will be held. Assistant Fire Dispatcher in the Communications Division.

Employees interested in being detailed or transferred to the position shall submit one (1) copy of a letter of application, along with a completed Qualifying Questionnaire (including Section I and III) to the Office of the Executive Fire Commissioner on or before the date specified in the posting. Please indicate in your letter whether your interest is in being detailed or transferred into the position.

NOTE: The Qualifying Questionnaire can be obtained in the Human Resources Department Fire Payroll Section. Letters arriving after 1600 hours on the date specified in the posting will not be accepted.

- B. An oral interview will be scheduled for each applicant to review work records, attendance, and personal qualifications.

C. **QUALIFICATIONS:**

1. High school graduate
2. Sense of responsibility and conscientious work habits.
3. Ability to receive and report information accurately, and apply appropriate rules or regulations under stressful conditions.
4. Some training in or demonstrated ability to learn the operation of communication equipment used in Firefighting or Emergency Medical Services dispatching activities.
5. A clear and distinct speaking voice.
6. A well-developed sense of hearing.
7. Legible handwriting.
8. The ability to communicate effectively and to keep pertinent records.
9. Accuracy and good judgement
10. Tact and diplomacy in dealing with the public, department personnel, and other agencies.
11. Willingness to work any assigned shift, and availability for a work assignment on short notice

EXHIBIT VIII - City of Detroit and Detroit Fire Fighters Association

RE: SUBSTANCE ABUSE DISCIPLINARY GUIDELINES

OFFENSE	PENALTY	RETENTION	OTHER CONDITIONS OF EMPLOYMENT
<p><i>Alcohol - testing .02</i></p> <p><i>Marijuana - testing positive without being involved in injury to life or damage to property.</i></p>	<p><i>1st offense - 3 tours of duty suspension (24 hour employee); 9 tours of duty suspension (40 hour employee); 7 tours of duty suspension (10 hour employee)</i></p> <p><i>2nd offense - discharge</i></p>	<p><i>Three (3) Years</i></p>	<p><i>1st offense - Referral to Personal Guidance Unit (PGU) for assessment and treatment as needed.</i></p> <p><i>2nd offense, see Substance Abuse Policy No. 10.</i></p>
<p><i>Alcohol - testing positive .04 or more</i></p>	<p><i>1st offense - discharge</i></p>	<p><i>None, unless the City exercises its discretion to execute a LCA, then Five (5) Years</i></p>	
<p><i>Alcohol - Drinking on duty</i></p> <p><i>Marijuana - testing positive in situation where there is injury to life or damage to property</i></p>	<p><i>1st offense - 29 day suspension</i></p> <p><i>2nd offense - discharge</i></p>	<p><i>Three (3) Years</i></p>	<p><i>Referral to PGU</i></p> <p><i>Also, see Substance Abuse Policy No. 10.</i></p>
<p><i>Using or being under the influence of alcohol and/or illegal or controlled substances off duty in complete uniform or partial uniform.</i></p>	<p><i>1st offense - 2 tours of duty suspension (24 hour employee), 6 tours of duty suspension (8 hour employee), 5 tours of duty suspension (10 hour employee)</i></p> <p><i>2nd offense - 4 tours of duty suspension (24 hour employee), 12 tours of duty suspension (8 hour employee), 10 tour of duty suspension (10 hour employee)</i></p> <p><i>3rd offense - discharge</i></p>	<p><i>Three (3) Years</i></p>	<p><i>2nd offense - Referral to PGU</i></p>
<p><i>Use, sale delivery, or possession of illegal or controlled substances by employees while on duty.</i></p>	<p><i>1st offense - discharge</i></p>	<p><i>Not applicable, unless the City exercises its discretion to execute a LCA, then Five (5) Years</i></p>	<p><i>Referral to PGU</i></p> <p><i>Also see Substance Abuse Policy No. 10.</i></p>
<p><i>Testing positive for illegal or controlled substances (other than marijuana) unless prescribed by an physician.</i></p>	<p><i>1st offense - discharge</i></p>	<p><i>Not applicable, unless the City exercises its discretion to execute a LCA, then Five (5) Years</i></p>	<p><i>Referral to PGU</i></p> <p><i>Also see Substance Abuse Policy No. 10.</i></p>
<p><i>Refusal to submit to alcohol or drug testing while on duty or off duty in complete uniform or partial uniform</i></p>	<p><i>1st offense - discharge</i></p>	<p><i>Not applicable, unless the City exercises its discretion to execute a LCA, then Five (5) Years</i></p>	

PENALTY GUIDELINES FOR VIOLATIONS OF THIS POLICY In order that employees of the Department are on notice of the seriousness with which the Department regards violations of this policy, penalty guidelines are set forth above. These guidelines are designed to cover the most common infractions. They are not meant to be all inclusive. They are to serve as a guide to insure consistency and fairness in the treatment of employees. Moreover, settlement agreements/Last Chance Agreements may contain additional conditions of employment.

It is understood that failure to report and/or investigate is considered neglect of duty.

EXHIBIT IX - City of Detroit and Detroit Fire Fighters Association

RE: WORKPLACE VIOLENCE DISCIPLINARY GUIDELINES			
OFFENSE	PENALTY	RETENTION PERIOD	OTHER CONDITIONS OF EMPLOYMENT
Threatening physical harm or injury against another person with the intent to frighten or intimidate the person.	1 st offense - 2 tours of duty suspension (24 hour employee), 6 tours of duty suspension (8 hour employee), 5 tours of duty suspension (10 hour employee)	Three (3) Years	Referral to Personal Guidance Unit (PGU)
	2 nd offense - discharge		
Horseplay: rough or boisterous behavior which is abusive to or denigrates others, causes damage to department property, or results in injury to one's self or others.	1 st offense - 2 tours of duty suspension (24 hour employee), 6 tours of duty suspension (8 hour employee), 5 tours of duty suspension (10 hour employee)	Three (3) Years	Referral to PGU
	2 nd offense - discharge		
Fighting, assault, or other physically violent acts intended to injure, frighten or intimidate another person. Note: Whether or not a person was an willing participant in a physical confrontation may be a mitigating factor. However, a person who incited another person to a violent reaction as a result of intemperate or abusive language, or acts of harassment, will not be exonerated.	1 st offense - 2 tours of duty suspension (24 hour employee), 6 tours of duty suspension (8 hour employee), 5 tours of duty suspension (10 hour employee) (Employee may be discharged on the 1 st offense depending on the severity of the offense)	Permanent	Referral to PGU
	2 nd offense - discharge		
Unauthorized use or possession of a firearm, or wielding any weapon or object that is intended to inflict harm or injure a person while on duty or on City property.	1 st offense - discharge	Permanent	
<p><u>PENALTY GUIDELINES FOR VIOLATIONS OF THIS POLICY</u> In order that employees of the Department are on notice of the seriousness with which the Department regards violations of this policy, penalty guidelines are set forth above. These guidelines are designed to cover the most common infractions. They are not meant to be to be all inclusive. They are to serve as a guide to insure consistency and fairness in the treatment of employees. Moreover, settlement agreements/Last Chance Agreements may contain additional conditions of employment.</p> <p>It is understood that failure to report and/or investigate instances of workplace violence is considered neglect of duty.</p>			