

12503

6/30/98

AGREEMENT BETWEEN
EAST LANSING FIRE FIGHTERS ASSOCIATION,
LOCAL 1609, I.A.F.F.

- AND -

CITY OF EAST LANSING, MICHIGAN

Effective: July 1, 1994
through June 30, 1998

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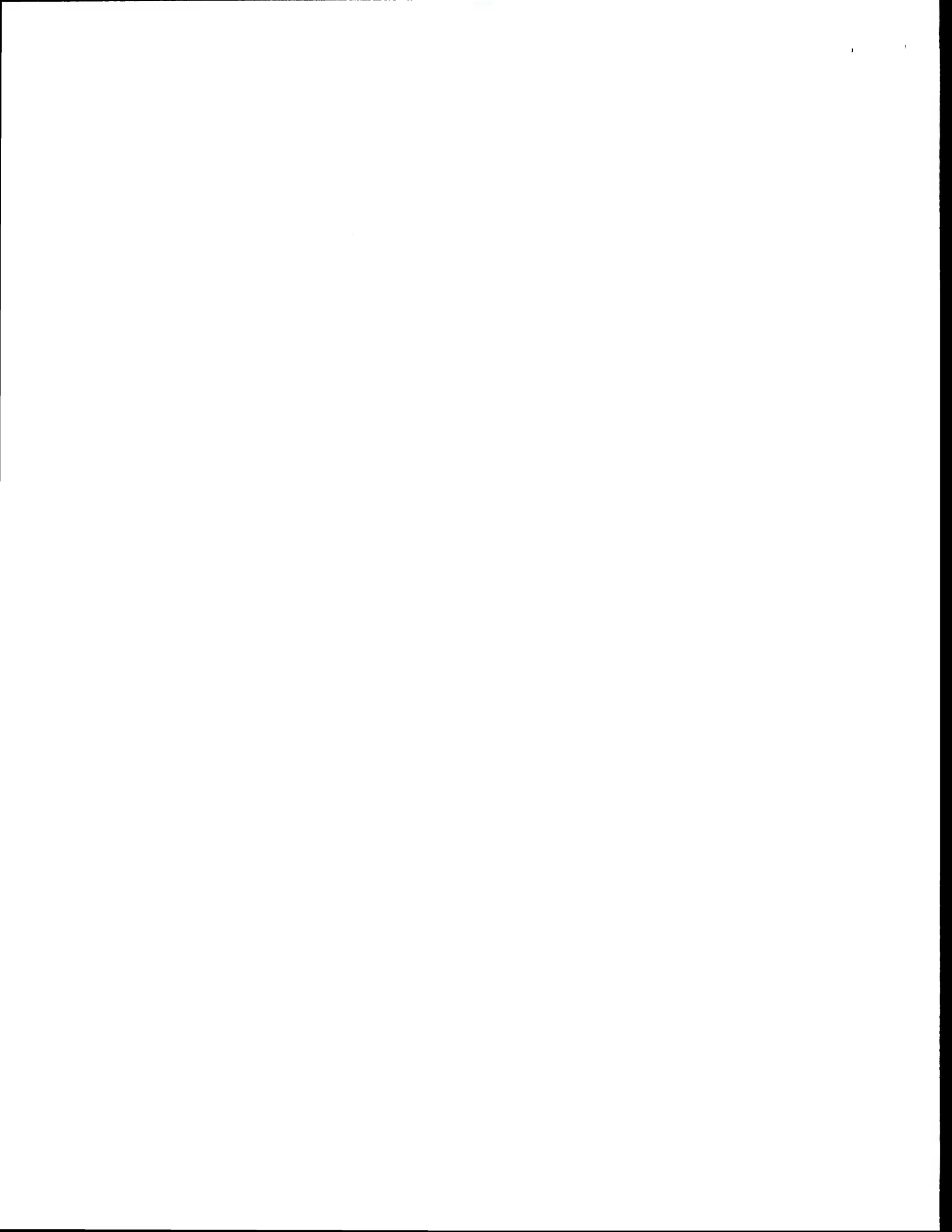


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AGREEMENT

This Agreement is entered into the 1st day of July 1994, between the City of East Lansing, Michigan, hereinafter referred to as the "City," and Local 1609, International Association of Fire Fighters, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth the Agreement between the parties concerning rates of pay, wages and conditions of employment.



ARTICLE 1

RECOGNITION

Section 1. Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1947, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. This Agreement shall be applicable to all employees of the Fire Department of the City except the Fire Chief and all civilian employees.

Section 2. Non-Discrimination.

The provisions of this Agreement shall apply equally to all employees without regard to age, sex, marital status, race, color, religion, national origin, sexual orientation and student status. Both the City and the Union shall bear the responsibility for complying with this provision of the Agreement.

Section 3. Definitions.

“City” shall include the elected or appointed representatives of the City of East Lansing, Michigan. “Union” shall include the officers or members of the Union. Whenever the singular number is used, it shall include the plural.

The use of a specific pronoun referring to gender has no particular significance as it is intended to apply equally to males and females.

ARTICLE 2

PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to law in Michigan. The Union agrees that there shall be no strikes, sit-downs, stay-in, stoppages of work, or interruptions of the services performed by employees covered by this Agreement, including strikes or other types of job actions taken in sympathy for the actions of another labor union. It shall be deemed a violation of this Agreement if the Union or its members commit any acts or actions prohibited in this section, or cause them to occur.

ARTICLE 3

MANAGEMENT RIGHTS

The City on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and City Charter, the East Lansing Code and any modifications made thereto and any resolutions passed by City-elected officials, except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are limited by this Agreement are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

(A) To manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered;

(B) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(C) To subcontract to the extent authorized by law and this Agreement or purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities;

(D) To determine the size of the work force and increase or decrease its size;

(E) To hire, assign and layoff employees, to reduce the work week or effect reductions in hours worked by combining layoffs and reductions in work week;

(F) To permit municipal employees other than Fire Department employees to perform bargaining unit work during an emergency;

(G) To direct the work force, assign work and determine the number of employees assigned to operations;

(H) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications;

(I) To establish work schedules;

(J) To discipline and discharge employees for just cause;

(K) To adopt working rules not inconsistent with this Agreement after notification to the Union and affording the Union an opportunity to discuss the proposed rule;

(L) To transfer, promote and demote employees;

(M) To select employees for promotion or transfer and to determine the qualifications and competency of employees to perform available work.

ARTICLE 4

UNION MEMBERSHIP AND DUES OR COLLECTIVE BARGAINING SERVICE FEES

Section 1. Check-Off.

(A) The City shall collect Union dues on a monthly basis from all employees within the bargaining unit who are members of the Union and who have executed an authorization for check-off of dues.

(B) The City will deduct from the first pay of each month the authorized Union dues or collective bargaining service fees for such month, and promptly remit the same to the Treasurer of the Union. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Monthly dues shall be deducted by the City only on receipt of the properly executed payroll deduction authorization form furnished by the Union. The City shall continue to deduct monthly Union dues at the rate in force on the date of signing this Agreement until officially notified of a change by the Union Treasurer, who is the sole authorized representative of the Union for the purpose of certifying the amount of such change. Beginning with the effective date of this Agreement, the Union shall furnish to the Director of Personnel and Human Relations, a list of all employees whose dues are to be deducted. This list shall give the employee's last name, first name and middle initial, in that order. It is understood that no deduction will be made unless this list is presented and that the City also must have on file, as is furnished by the Union, a duly signed check-off authorization.

(C) The City will check off only obligations which come due at the time of check off and will make a check-off deduction only if the employee has enough pay to cover such obligation, and

will not be responsible for a refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

(D) The City's remittance will be deemed correct if the Union does not give written notice to the Director of Personnel and Human Relations within two (2) calendar weeks after a remittance is sent of its belief, with reasons stated therefor that the remittance is incorrect.

(E) The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or collective bargaining service fees and initiation fees. The Union assumes full responsibility for the disposition of the deduction so made once they have been sent to the Union. The City will make every reasonable effort to remit the deduction to the Union within fifteen (15) calendar days after such deduction has been made.

Section 2. Union Security.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Eligible employees hired or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, after completion of a six month probationary period, to become members of the Union or pay to the Union each month a service charge in an amount equal to the individual's proportionate cost of collective bargaining and contract administration, the amount of which fee shall be certified to the City prior to the collection of such fees by the City.

ARTICLE 5

UNION ACTIVITIES

Section 1.

Employees and their Union representatives shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining.

Section 2.

The President or his duly authorized representative shall be afforded reasonable time during regular working hours without loss of pay to fulfill the Union responsibility for the processing of grievances and administration and enforcement of this Agreement so long as it does not interfere with the duties of any employee.

Section 3.

The Union shall be provided suitable bulletin board space at each fire station for the posting of Union notices or other official Union business and the Union shall designate persons responsible therefor.

Section 4.

The Union may schedule meetings on Fire Department property with the approval of the Chief insofar as such meetings are not disruptive of the duties of the employees or the efficient operations of the Department.

ARTICLE 6

UNION BARGAINING COMMITTEE

The bargaining committee of the Union will consist of not more than four (4) employees of the East Lansing Fire Department, and may include not more than one (1) non-employee representative. The Union will furnish the City with a written list of the Union's employee bargaining committee prior to the first bargaining meeting. No more than two (2) on-duty members of the committee will be permitted time off for bargaining sessions. City employee members of the Union bargaining committee will be paid for the time spent in negotiations with the City, but only for the straight time hours they would otherwise have worked had they worked their regularly scheduled shift.

ARTICLE 7

PROBATIONARY PERIOD

Section 1. New Employees.

When a new employee is hired in the bargaining unit, he shall be considered as a probationary employee for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure. However, after six (6) months of continuous, regular, full-time employment, the employee may not be dismissed without written notice to the employee setting forth the specific reasons for dismissal. If the employee and the Union believe the termination is unjustified, a special meeting may be called to review the action. If the City and the Union reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of the grievance procedure of this Agreement.

Section 2. Promoted Employees.

Employees promoted to the rank of Lieutenant, Captain, Fire Maintenance Officer, Deputy Chief, Fire Inspector, Fire Marshal or Assistant Chief, shall serve a six (6) month promotion probationary period, with wage rates as specified in Appendix A. During the probationary period there will be a performance evaluation completed at the three (3) month and six (6) month level, with the Lieutenant, Fire Maintenance Officer and Captain evaluated by the Deputy Chief, Assistant Fire Chief and Fire Chief, and the Deputy Chief evaluated by the Assistant Chief and Chief. Failure to

successfully complete the promotion probationary period will result in the employee being returned to his/her previous rank at the tenured wage for that classification.

Section 3. Probationary Employees.

A new probationary fire fighter to the City will purchase his or her work clothes from the City by paying ten percent (10%) of his or her salary per pay period up to a total maximum of one thousand dollars (\$1,000.00) as reimbursement for clothing expense. Upon successful completion of his or her probationary period, the employee will be reimbursed for his or her clothing expense.

ARTICLE 8

LATE-FOR-DUTY CONTROL

Section 1. Definitions.

Being late-for-duty is defined as the act of arriving at the work place any time following the beginning of a scheduled shift.

Section 2. Work Day.

The work day begins at 7:30 a.m. for 50.4 hour personnel and as arranged for 40.0 hour personnel.

Section 3. Reporting.

(A) Reports for late duty will be made using Form No. 77B.

(B) It shall be the duty of the station officer to log all late-for-duty occurrences and to immediately report same to the shift commander.

(C) It shall be the duty of the shift commander to report the late-for-duty occurrence to the Fire Chief on the day of the occurrence.

Section 4. Disciplinary Action.

(A) The following schedule of discipline shall be imposed for late-for-duty occurrences:

Step 1.

- (a) From the date of the first late-for-duty occurrence, a one (1) year disciplinary period is established with the employee being so advised. The one year disciplinary period will be re-established with each succeeding late-for-duty occurrence. The first late-for-duty occurrence will result in the employee being notified by the City that additional late-for-duty occurrences will result in disciplinary action.
- (b) If the first late-for-duty occurrence is for fifteen (15) minutes or less, there shall be no deduction from the employee's pay; however, for a

late occurrence of longer than fifteen (15) minutes, an increment of pay equal to the time missed from work will be deducted from the employee's subsequent pay check.

Step 2.

- (a) The second late-for-duty occurrence within a year will result in a written reprimand to the employee with a copy to go into his personnel file.
- (b) An increment of pay equal to the time missed from work will be deducted from the employee's subsequent pay.

Step 3.

- (a) The third late-for-duty occurrence within one year will result in the employee being suspended without pay for the last two (2) hours of his shift.
- (b) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 4.

- (a) The fourth late-for-duty occurrence within one year will result in the employee being suspended without pay for the last four (4) hours of his shift.
- (b) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 5.

- (a) The fifth late-for-duty occurrence within a year will result in the employee being suspended without pay for the last eight (8) hours of his shift.
- (b) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 6.

A sixth late-for-duty occurrence within a year will result in the employee being suspended without pay for the remainder of the duty day.

Step 7.

A seventh late-for-duty occurrence within one year will result in the employee being suspended without pay for the remainder of the duty day and two (2) additional duty days.

Step 8.

An eighth late-for-duty occurrence within a year will result in the employee being terminated from City service.

ARTICLE 9
SENIORITY

Section 1. Definitions.

Seniority shall mean the status attained by continuous length of service in the Department. There shall be no seniority among probationary employees; however, after an employee completes his probationary period, his seniority will be retroactive to his date of last hire.

Section 2. Loss of Seniority.

An employee shall lose his seniority if:

- (A) He resigns or quits;
- (B) He is discharged for just cause;
- (C) He retires;
- (D) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less;
- (E) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff before the beginning of the third work day following the absence, without notifying the City except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE 10

PROMOTIONS

A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted his request for promotion in writing.

Upon completion of the promotional procedures defined herein, notification of the promoted employee shall be made to the Union. A promoted employee will assume his new responsibilities on the effective date cited on his notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The promotion procedure is as follows:

Lieutenant:

- (A) Eligibility - top paid fire fighter.
- (B) Written Examination:
 - (1) Prepared in-house by the Assistant Chief.
 - (2) The Union may select a representative of the rank of Lieutenant or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
 - (3) A 100 point exam will be prepared.
 - (4) Candidates will receive one (1) point for each year of seniority up to a maximum of twenty (20) points added on to their written exam scores.
 - (5) Notification of the exam will be given four (4) weeks in advance of the exam date.
 - (6) The areas to be covered by the exam will be posted in the order of emphasis.

(7) A passing grade of 65% is required.

(C) Personal Evaluation:

- (1) The personal evaluation will be done by the Deputy Chief on the candidate's shift plus two (2) other officers of the rank of Captain or Deputy Chief of the candidate's choosing who he has worked under for at least one (1) year.
- (2) The evaluation form will be prepared by a committee of four (4); two (2) Union members and two (2) City members.
- (3) A 70% rating or above is necessary to receive a passing mark on the evaluation procedure.
- (4) Two (2) of the three (3) evaluators must pass the candidate for him to be considered for promotion.

(D) Promotion Award:

The person with the highest total score who passes the personal evaluation shall receive the promotion. In case of a tie, the senior fire fighter of those tied shall be promoted.

Captain:

(A) Eligibility - all Lieutenants with one year in grade.

(B) Written Examination: Weight 50%.

- (1) Prepared in-house by the Assistant Chief.
- (2) The Union may select a representative of the rank of Captain or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
- (3) A 100 point exam will be prepared.
- (4) Notification of the examination will be given four (4) weeks in advance of the exam date.
- (5) The areas to be covered by the exam will be posted in the order of emphasis.

(6) A passing grade of 65% is required.

(C) Seniority: Weight 25%.

One (1) point for each year of department seniority to a maximum of twenty (20) points, plus one (1) point for each year of seniority as a Lieutenant from July 1, 1989 on to a maximum of five (5) points, for a maximum of 25 combined seniority points.

(D) Oral Board: Weight 25%.

(1) One (1) Fire Chief and one (1) Union representative of the rank of Captain or higher.

(2) Must be at least 50 miles from the Department.

(E) Personal Evaluation:

(1) The personal evaluation will be done by the Deputy Chief on the candidate's shift plus two (2) other officers of the rank of Captain or Deputy Chief of the candidate's choosing who he has worked under for at least one (1) year.

(2) The evaluation form will be prepared by a committee of four (4); two (2) Union members and two (2) City members.

(3) A passing mark of 70% or higher on the evaluation procedure.

(4) Two (2) of the three (3) evaluators must pass the candidate for him to be considered for the promotion.

(F) Promotion Award:

The person with the highest total score who passed the personal evaluation shall receive the promotion. In case of a tie, the top seniority applicant of those who tied shall be promoted.

Deputy Chief:

(A) Eligibility:

Limited to all Captains with twelve (12) or more years of seniority on the Department and one (1) year in grade.

(B) Written Examination: 50 points.

- (1) Limited to materials and text currently in use for the East Lansing Fire Department prepared professionally by the Training Council or Lansing Community College with direction from the Chief and Assistant Chief.
- (2) 65% passing score is required.
- (3) Notification of the exam will be given four (4) weeks in advance of the exam date.
- (4) The areas to be covered by the exam will be posted in the order of emphasis.

(C) Seniority: 20 points.

One (1) point per year given for each year of service after 12 years with a maximum of 25 years for a total of 13 points for department seniority; plus effective July 1, 1989, one point for each year of seniority as a Captain from July 1, 1989 on to a maximum of 7 points, for a maximum of 20 combined seniority points.

(D) Oral Board: 15 points.

Oral board composed of one (1) Fire Chief, one (1) Union representative and one (1) person selected by the Fire Training Council. These people must be at least 50 miles away from the Department.

(E) Personal Record Review: 15 points.

- (1) Conducted by the Chief and limited to the last five (5) years of service.

- (2) Will evaluate only those who pass the exam; the testing agency will submit the names of those who passed the exam.

(F) Promotion Award:

The two (2) persons with the highest total scores will be assessed by the Chief who shall have a right to select either candidate. In case of a tie, the top seniority applicant of those who tied will be promoted.

Maintenance Officer:

(A) Eligibility: 5 years department seniority.

- (1) Second round, seniority will drop to 1 year fire fighter.
- (2) Third round, open to all bargaining unit members and to non-bargaining unit members.

(B) Written Examination: Weight 50%

- (1) Notification of the exam will be given four (4) weeks in advance of the exam date.
- (2) A written aptitude examination to measure mechanical, math, comprehension and reasoning skills.
- (3) A passing grade of 65% is required.

(C) Seniority: 15 points

Candidates will receive one (1) point for each year of seniority up to a maximum of fifteen (15) points.

(D) Oral Board: Weight 35%

An oral evaluation by a board from within the department.

(F) Promotion Award:

The person with the highest total score will receive the promotion. In case of a tie, the senior fire fighter of those tied shall be promoted.

Fire Inspector

(A) Eligibility: 8 years department seniority.

- (1) Second round, seniority will drop to top paid fire fighter.
- (2) Third round, open to all bargaining unit members and to non-bargaining unit members.

(B) Written Examination: Weight 50%

- (1) A 50 question examination will be prepared in-house by the Assistant Chief and Fire Marshal.
- (2) Notification of the exam will be given four (4) weeks in advance of the exam date.
- (3) The examination will test cognitive skills and comprehension based on selected sections or portions of fire codes and/or ordinances used locally, including the Uniform Fire Standards and pertinent Michigan Fire Regulations.
- (4) A passing grade of 65% is required.

(C) Seniority: 10 points.

Candidates will receive one (1) point for each year of seniority for 8 years and over up to a maximum of ten (10) points.

(D) Oral Board: Weight 25% (scores to be averaged from the two evaluations).

- (1) The panel will be comprised of two (2) members, one (1) member selected by the Fire Chief and one (1) member selected by the Union.
- (2) Evaluators must be at least 50 miles from the Department.
- (3) The Fire Marshal will serve the board as a resource and advisor, and will attend all oral interviews.

(E) Evaluation: Weight 15%

- (1) the Fire Chief will evaluate each candidate based on their personnel record and training activity over the previous 5 years. The Chief's evaluation will be worth 7 points.
- (2) The Fire Marshal will evaluate each candidate based on a personal interview before the Oral Board. The Fire Marshal's evaluation will be worth 8 points.

(F) Promotion Award:

The person with the highest total score will receive the promotion. In case of a tie, the senior fire fighter of those tied shall be promoted.

Fire Marshal: (promotion and eligibility requirements to be negotiated)

Assistant Fire Chief:

(A) Qualifications:

Minimum of an Associate Degree, Bachelor Degree highly desirable, 7 or more years of progressive experience in suppression and command officers rankings, plus the usual character, attitudinal and personal communications traits and skills.

(B) Posting/Advertising:

The position will be advertised in national fire service periodicals and posted within the Department.

(C) Application for the Position:

An application period will be established and interested parties will be required to submit a resume and a letter requesting consideration.

(D) Initial Screening:

- (1) A committee consisting of Deputy Chiefs will review, evaluate and rank candidates from the most desirable to the least desirable.

- (2) The Fire Chief will review, evaluate and rank candidates from the most desirable to the least desirable.
- (3) The Fire Chief, using both his/her rankings and those of the D/C committee, will select a first cut (a certain number of candidates) for further consideration.

(E) First Evaluation:

- (1) Those candidates coming out of the initial screening process will be required to provide further credentials and/or verification of credentials.
- (2) Candidates will be asked to respond to a series of essay type questions on video. Each candidate will be provided with a VHS tape and required to video tape their response to the question.
- (3) Following this review, the Chief will select a second cut of candidates and proceed to the second evaluation.

(F) Second Evaluation:

- (1) Those candidates coming out of the second cut process will participate in a telephone conference with the Fire Chief. Following that, a final cut will be invited to an assessment process.
- (2) The final assessment will be conducted by a board of evaluators consisting of a Deputy chief, a personnel representative, an outside Fire Chief and an East Lansing citizen. The Fire Chief will sit on the board as an observer only.
- (3) Final selection will be by the Fire Chief with approval and appointment by the City Manager.

In all ranks, a person applying for promotion who does not receive the promotion has the option of:

- (1) Holding his initial promotion score for a period of one (1) year.
- (2) Reapplying through the promotional procedure when the next vacancy occurs.

ARTICLE 11

LAYOFF AND RECALL

Layoff shall mean the separation of employees from the active work force due to lack of work or funds. Layoff and recall from layoff shall be governed by seniority.

ARTICLE 12

SALARIES

All regular full-time employees covered by this Agreement are designated as being in salary classifications corresponding to their particular positions. The fire fighter's classification carries a minimum and maximum rate of pay with a provision for increases according to a uniform schedule. No employees shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification.

The classification schedule shall be regulated as follows:

(A) All new fire fighters shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager or the City Manager's designee. New fire fighters hired at a rate higher than the minimum shall be entitled to a merit increase after six (6) months of service if there is approval for the increases from the Fire Chief.

(B) Wage and salary increases shall be made on the basis of performance and service and in the amounts and at the intervals provided for in the classification schedule. The increases are dependent upon written recommendations by the Fire Chief. The recommendations must be approved by the City Manager or the City Manager's designee at least two (2) weeks prior to the effective date of such an increase.

(C) Upon successful completion of the probationary period, fire fighters are eligible for the second salary increase applicable to their classification. Further increases shall be by successive steps of the schedule until the maximum rate is reached. Pay increases may be granted by the City Manager more frequently than the schedule allows when recommended by the Fire Chief in writing and when an employee's exceptional qualifications or performance or when unusual employment

conditions make such action desirable. The amount of the increase, however, would be as indicated in the step schedule. The process for determining early merit increases shall be as agreed between the parties pursuant to the Settlement Agreement (FMCS No. 92 24420) attached hereto as Appendix E.

After each step of the salary schedule, employees shall be able to review their job performance with the Fire Chief or immediate supervisors through the use of the "employee evaluation form." Employees shall have access to their personnel file upon written request and shall have an opportunity to make written responses to their evaluations.

(D) The salary for the Maintenance Officer shall be equal to that of the midpoint between the ranks of Captain and Deputy Chief.

ARTICLE 13

WORKING HOURS AND OVERTIME COMPENSATION

Section 1. Work Week.

(A) The regularly schedule duty week for the Fire Fighting Division shall be an average of fifty point four (50.4) hours per week (24 hours on duty, 48 hours off duty). This schedule shall consist of 24 hour shifts, beginning at 7:30 a.m. and ending at 7:30 a.m. The schedule shall differ from the present 56 hour work week by an average of an additional twenty-four (24) consecutive hours off duty in every thirty (30) day period, thereby requiring such persons to work an average of 50.4 hours per week.

(B) Each 50.4 hour employee shall be entitled to one 24 hour duty day off in each 30 calendar day period. These days shall be taken by each employee in sequence of the numbers assigned when the system was implemented on May 1, 1979, or the number given at the time of hire. Employees shall keep their assigned numbers until such time as they are transferred to a new permanent duty assignment, at which time they shall assume the assigned number of the individual they are replacing.

(C) The regularly scheduled duty week for the Fire Prevention Bureau employees and the Assistant Chief covered herein shall be forty (40) hours per week. At the option of the Fire Prevention Bureau employees and the Assistant Chief, and as mutually agreed upon by the Union and the Chief, the work week shall consist of four (4) ten (10) hour work days.

The March 28, 1991 letter from Fire Marshal Beck to Chief Gregg shall be used as a scheduling guideline.

(D) Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

(E) Subject to department manpower requirements as determined by the Chief, employees shall be permitted to voluntarily trade work, Kelly or leave days provided that each employee shall be responsible for maintaining records accurately reflecting days traded, if any.

Section 2. Overtime Pay.

Overtime compensation will be provided for in the Fire Department under certain conditions for situations of an emergency nature necessary to fulfilling the obligations of the Department. Employees with the rank of Deputy Chief and below will be eligible to receive overtime payments in accordance with the following terms:

(A) Overtime pay at the rate of time and one half (1 ½) shall be paid employees of the fire fighting unit for all work in excess of their regularly scheduled work day (24 consecutive hours).

(B) Overtime pay at the rate of time and one half (1 ½) shall be paid all 40 hour personnel for all hours in excess of their regularly scheduled work week (40 hours).

(C) Recall or callback will be compensated for at the rate of time and one half (1 ½) with a minimum of two (2) hours being given for the recall or callback for all employees. All callback scheduling and operations shall be authorized by the Fire Chief or his designated representative.

(D) Fire Department personnel attending Department meetings while off-duty shall be compensated with the payment of time and one half (1 ½) rate.

(E) The overtime hourly rate of time and one half (1 ½) will be computed on the equivalent of a 50.4 hour work week for all 50.4 hour personnel.

(F) Pyramiding. Premium payments shall not be duplicated for the same hours worked under any terms of this Article.

(G) The City will provide reasonable advance notice when external training has to take place on off-duty time.

ARTICLE 14

LONGEVITY PAY

All regular full-time employees in the active service of the City as of October 1 of any year, shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment:

(A) Longevity pay will be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity bonus is due. The maximum amount of an employee's salary which is subject to longevity computation shall be \$14,000.00. Effective July 1, 1996, the maximum amount of an employee's salary which is subject to longevity computation shall be \$16,000.00.

(B) Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service on or before October 1 of any year, and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between October 1 dates, shall be eligible for a calendar month pro-rated payment of their longevity bonus payment upon separation.

(C) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more years and less than 10 years	2% of annual wage
10 or more years and less than 15 years	4% of annual wage

15 or more years and less than 20 years
20 or more years of continuous service

6% of annual wage
8% of annual wage

Maximum salary subject to longevity computation is \$14,000.00. Effective July 1, 1996, the maximum salary subject to longevity computation is 16,000.00.

Effective January 1, 1992, the longevity payment shall be added to the base salary of the employee.

All regular full time employees in the active service of the City shall be entitled to longevity pay for prescribed length of service with the City as indicated in the salary schedule, Appendix A.

ARTICLE 15

RETIREMENT

Each regular full-time employee shall become a member of the City's Retirement System, Municipal Employees' Retirement System Plan, with Benefits B-3, FAC-3, F-50 with 25 years service and E-2. Effective January 1, 1993, Benefit B-3 shall be increased to B-4. Effective January 1, 1996, Benefit B-4 shall be increased to 2.75% for each month and year of credited service.

For purposes of the 2.75% multiplier, employees Raney, Sparks and Swiger are retroactively red-circled to receive the benefit. It is also understood that the 2.75% multiplier shall be governed by the terms, regulations and provisions applicable to current MERS unit retirement benefits.

Section 1. Definitions.

(A) Retirement is defined as an employee's withdrawal from the employ of the City of East Lansing with a retirement allowance payable to the retiree by the Municipal Employees' Retirement System.

(B) Deferred retirement is defined as the action of a member of this bargaining unit who leaves the employ of the City of East Lansing prior to the attainment of age sixty (60) years, for any reason except retirement or death, and who has ten (10) or more years of credited service in the system.

Section 2. Retirement Contribution.

Paid retirement is considered wages for Act 312 purposes, but shall not be deemed wages with respect to overtime, longevity, educational bonus or other fringe benefit purposes in this Agreement. The contribution rate for members of this bargaining unit is zero (0.0%) percent.

The employee pension contribution for the 2.75% multiplier will be 62.5% of 4% effective January 1, 1996 and 75% of 4% effective July 1, 1997, unless and until the City obtains an actuarial costing for the 2.75% multiplier which is either lesser or greater than 4% of covered payroll in which event, the 62.5%/75% formula will be applied to the new costing figure. Thereafter, the employee pension contribution will remain fixed at that rate (or at the original rate of 62.5%/75% of 4% if the City does not obtain the subsequent costing) for the duration of the collective bargaining agreement. Effective as soon as possible upon issuance of the Award, the Union and the City agree to investigate IRS qualification required to permit employees to make the employee pension contribution utilizing pre-tax dollars (commonly referred to as an employer "pick-up"), and, if possible, to make application for and implement same.

Section 3. Blanket Resolution.

Retirement credits for military service and other employment (Blanket Resolution). Current employees must exercise their option to purchase service time by June 30, 1988. There will be no blanket resolution available to new hires.

ARTICLE 16

SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of necessity and actual sickness or disability of an employee. During the period of his absence from work due to illness or injury, an employee will be paid from his sick leave credit as provided herein. Sick leave may also be charged in case of serious illness in the employee's immediate family, which in the opinion of the attending physician requires the presence of the employee. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home.

Section 1. Procedure.

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or his Department head prior to or within one (1) hour after the time set for the beginning of his daily duties; in proper cases exception may be made. When absence is for more than one (1) week, the employee shall be required to file a physician's certificate unless the Department head has personal knowledge of the employee's sickness or disability. Should a pattern of sick leave absences develop, the City shall notify the employee that the City may require him to provide medical certification for each future sick leave absence which falls within this pattern. A copy of the notification shall be provided to the Union. A request form for sick leave, furnished by the City, must be filled out immediately upon the employee's return to work. No sick leave will be granted without approval of the employee's Department head.

Section 2. Eligibility.

All regular full time employees as defined in Article 1 shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of the job, and it may be used after completion of the first month of service up to the amount accumulated at the time of illness.

An employee injured on any other gainful employment outside of City employment shall not be eligible for sick or disability benefits.

Section 3. Computation of Benefits.

(A) Employees on a 24 hour day (50.4 hour work week) will earn a maximum of 192 hours of sick leave per year, while employees on an 8 hour day (40 hour work week) will earn a maximum of 96 hours of sick leave per year. No sick leave shall be earned during a leave of absence without pay. Sick leave shall be computed from the first full working day of the employee and sick leave accumulation is unlimited. The City may either pro-rate an employee's sick leave credit over 26 payroll periods in a year or credit the employee on a monthly basis. It is expressly understood that this method for sick leave crediting will not result in any reduction to an employee of his sick leave credits.

(B) The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave.

(C) At the end of each year, any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year.

(D) All unit employees have the right of payment of fifty (50.0%) percent of their accumulated sick leave up to a maximum sick leave accumulation of 2,000 hours upon retirement or non-duty related death, except that no employee taking a deferred retirement is eligible for sick leave payout.

(E) An employee shall receive 100% of his or her accumulated unused sick leave payout to the maximum specified in D above for a death while on duty or a duty-related death.

ARTICLE 17

WORKERS' COMPENSATION

Employees are expected to comply with any City safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs, or if an unsafe condition exists, it may immediately be reported to the employee's supervisor for appropriate action.

Section 1. Workers' Compensation.

The City, in accordance with State law, provides Workers' Compensation if an employee is injured in the course of employment. An employee who receives compensation under the Workers' Compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his regular salary which, together with such compensation, equals the employee's accumulated sick leave for the first 50 regularly scheduled duty days while on compensation provided the employee supplies the City with medical certification that he cannot return to work. After the first 50 regularly scheduled duty days on compensation, an amount equal to the difference paid by the City between an employee's Workers' Compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between Workers' Compensation and the employee's salary. An employee shall continue to accrue and receive benefits so long as he has paid leave benefits available and deductions are being made from said benefits. When this period has lapsed, he shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

Any suspected duty-related injury shall be reported to the employee's shift commander, by means of an accident report form, within 48 hours of the incident.

Section 2. Duty-Disability or Death Benefit.

(A) Basic Supplemental Benefit. An employee who becomes disabled from performing his or her normal fire fighting responsibilities in the line of duty or the spouse (as herein defined) of an employee who dies in the line of duty shall receive no less than 70% of his or her salary from the East Lansing Fire Department at the time of such death or disability. The 70% supplement shall be increased by 3% per year of the base salary until the supplement equals 100% of the salary the employee was receiving from the City at the time of death or disability. This supplement shall be reduced, on a month-by-month basis, to the extent the following sources of income are related to employment with the City:

- (1) Unemployment compensation benefits;
- (2) Income from any other person with the City;
- (3) Retirement benefits;
- (4) Workers' compensation benefits paid by the City or a workers' compensation insurer on behalf of the City but not including workers' compensation benefits payable for specific dismemberment. It being the intent that workers' compensation benefits shall be primary to the benefits provided herein, the payments required herein shall not be coordinated pursuant to Section 354 of the Workers' Compensation Act, being MCL 418.354; MSA 17.237(354).

(B) Recomputation of Supplement. When the employee attains or would have attained the age and service years for normal retirement, the City will compute a normal retirement benefit determined by the years of service the employee would have attained if not disabled or killed, and the average of the actual contract salary for the previous five years for his or her last rank held prior

to the recomputation date. If, as a result of this computation, a normal retirement benefit is higher than the computation as specified in (A) above, the City will supplement workers' compensation payments and disability retirement benefits so that the combined benefit will equal the normal retirement benefit, and will make such additional payments to the employee until age 70 or their surviving spouse until age 70.

(C) Termination of Supplemental Benefit. Said duty-related death or disability payment shall terminate for the employee or spouse (as defined herein) upon the occurrence of any of the following:

- (1) When the employee attains age 70 at which time he or she will be eligible to receive whatever other benefits entitled to under the collective bargaining agreement.
- (2) When the employee has a non-duty related death, at which time the spouse will be eligible to receive whatever other benefits entitled to under the collective bargaining agreement.
- (3) When the spouse of an employee who has had a duty-related death reaches age 70, remarries or dies.
- (4) When an employee who has had a duty-related death prior to attainment of age 55, at such time as he or she would have attained age 55, the spouse will be eligible to receive whatever benefits are otherwise provided for in the collective bargaining agreement. In determining the normal retirement benefit under this subparagraph, final average compensation shall be determined in accordance with subparagraph (B) above.

(D) Conditions for Eligibility to Receive Supplemental Benefit. This supplemental benefit is subject to the following conditions:

- (1) The employer may require a disabled employee to undergo periodic medical examinations by or under the direction of a qualified medical advisor selected in accordance with the provisions of the Municipal Employees' Retirement Act. If a disabled employee refuses to submit

to a medical examination, payment of the supplemental benefit may be suspended by the employer until withdrawal of the refusal.

- (2) An employee receiving the supplement benefit shall undertake training for a reasonably comparable position with the City. Upon placement in such position, the employee shall receive compensation and benefits equivalent to those currently paid to other employees of the same rank as that held by the disabled employee at the time of his disablement, plus all salary increases and/or improvements subsequently negotiated or awarded to that rank. Disputes with respect to whether or not a position is reasonably comparable shall be subject to the grievance and arbitration provisions of this contract.

(E) Continuation of Group Health Care Benefits. An employee entitled to receive a supplemental benefit under this provision who has exhausted all sick leave benefits pursuant to the provisions of Article 17 of this Agreement, shall continue to be covered by the City's group health plan with payments made by the City subject to the time limitations set forth in subparagraph (C) above.

(F) Spousal Medical Care Benefits. The City will continue to provide hospital, medical and surgical benefits per Article 25 of this Agreement to the spouse of an employee entitled to receive benefits under this provision subject to the time limits set forth in paragraph (C) above, including until such time as the spouse remarries, dies, or reaches age 70, or is eligible for substantially equivalent health insurance from any other source.

(G) Miscellaneous Provisions.

- (1) All years on disability under this provision will be credited towards years of service for purposes of service retirement.
- (2) In order to establish or continue to be eligible for supplemental benefits under this provision, the employee and/or spouse, must make prompt application for workers' compensation, disability retirement benefits and all other available benefits and must cooperate fully with

the City in completing and filing all forms as promptly as reasonably possible.

- (3) In the event an employee's status as being disabled in the line of duty is terminated, revoked or suspended by the Workers' Compensation Board, an arbitrator selected by the parties in accordance with the terms of this Agreement, or a court of competent jurisdiction, eligibility for this supplement benefit shall similarly be suspended until such time as the employee's disability status is reinstated.
- (4) The term "spouse" as used in this provision shall be defined as the spouse of record at the time of the duty-related death or at the time when the duty-related disability first occurred. No other spouse of an employee receiving a supplemental benefit shall be entitled to any benefits under the provision of the Agreement.
- (5) If, in the future, social security is mandated for the East Lansing Fire Department by federal law, the Union and the City will meet and discuss the treatment of such social security benefits under this provision.

ARTICLE 18

VACATION LEAVE

Section 1. Procedure.

Vacation shall be determined by the Fire Chief with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice shall be given the Fire Chief to allow him to make up his vacation schedules and to arrange for working schedules accordingly. The vacation leave procedure will be as follows:

- (A) Annual vacations will be scheduled between June 1st and May 31st.
- (B) Vacation may be taken in no less than twenty-four (24) hour increments, or no less than one day at a time.
- (C)
 - (1) The first choice on a split vacation will be so indicated on the application form. The choice must be applied for by May 1st, and station seniority will prevail.
 - (2) The second choice must be so indicated and must be applied for by June 1st. Station seniority will prevail.
 - (3) All choices will be submitted in their numerical order regardless of the date(s) applied for.
- (D) The services of a Relief Person, in connection with vacation time, may be used at any time.
- (E) Earned compensatory time and the personal leave day may be added to a vacation request at the employee's discretion, subject to prior approval by the Chief.
- (F) All first and second choices not made prior to the designated dates above will be forfeited and the employee will have to fit his time in when available.

(G) After approval of a first and/or second choice, if a cancellation occurs, the employee canceling will lose his seniority rights when reapplying for those choices.

(H) A first or second vacation request will be honored by seniority if at the time of the request it does not cause more than four (4) to be off on a shift or more than two (2) officers to be off a shift. Limit of four (4) will be waived for illness or injury exceeding sixty (60) calendar days. If there is a reduction below those levels after a request has been approved, the City will honor the request even if it requires calling people back on overtime.

Section 2. Eligibility.

All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein.

Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he has completed six (6) months of service at which time he will be credited with 2 ½ working days for 24 hour personnel and 52 hours of vacation leave time for 8 hour personnel.

Section 3. Computation of Benefits.

Vacation leave shall be computed from the first full working day of the employee. In the case of an employee with less than one (1) year full-time service for the City, vacation leave shall be pro-rated in proportion to his length of service. The City may either pro-rate an employee's vacation leave credit over 26 payroll periods in a year or credit the employee on a monthly basis. It is expressly understood that this method for vacation leave crediting will not result in any reduction to an employee of his vacation leave credits.

The amount of vacation leave charged to an employee during his leave shall be equal to the number of regularly scheduled days he would otherwise have worked during his absence on such leave. Vacation shall be charged against an employee in not less than one of his work day units.

Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions may be made by the City Manager.

If an employee leaves the service of the City before completing six months of work, he will receive no vacation pay. An employee who has served over six months shall be paid for any unused vacation due him when he leaves the City service. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time shall receive such payment based on their regular rate of pay earned during their last pay period of active service.

Section 4. Vacation Leave Accrual.

50.4 hour personnel covered under this Agreement may accrue vacation as follows:

Up to five (5) years of service - five (5) full working days per year with a total length of time away from station not to exceed 24 days.

Five (5) years but less than ten (10) years of service - six (6) full working days per year with a total length of time away from station not to exceed 27 days.

Ten (10) years but less than fifteen (15) years service - seven (7) full working days per year with total length of time away from station not to exceed 30 days.

Fifteen (15) or more years of service - nine (9) full working days per year with a total length of time away from station not to exceed 45 days.

Twenty (20) or more years of service - Ten (10) full working days per year with a total length of time away from station not to exceed 48 days. Effective July 1, 1996, eleven (11) full working days per year.

As to personnel assigned to the eight (8) hour day/40 hour work week, the vacation schedule shall be as follows:

<u>Length of Employment</u>	<u>Vacation Accrual</u>		
	<u>Days/Year or Hours/Year</u>		
Date of employment - 5 years	13	or	104
6 years through 10 years	14	or	112
11 years through 15 years	18	or	144
16 years and over	24	or	192

In the event vacation leave benefits for non-unionized City employees should change during the life of this Agreement, the Assistant Chief, Fire Marshal and Fire Inspector would be eligible for those newly-conferred vacation leave benefits.

ARTICLE 19

HOLIDAY LEAVE

Effective July 1, 1994, 50.4 hour personnel covered by this Agreement will receive in lieu of holiday leave \$120.00 per authorized holiday whether such holiday be worked or not. For the term of this Agreement, there will be twelve (12) authorized holidays per year, as follows:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

40.0 hour work week/8 hour per day personnel will observe the following holiday schedule:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

In the event holiday leave benefits for non-unionized employees should change during the life of this Agreement, the Fire Inspector, Fire Marshal and Assistant Chief would be eligible for those newly-conferred holiday leave benefits.

ARTICLE 20

PERSONAL LEAVE DAYS

Section 1. 50.4 Hour Employees.

All 24 hour bargaining unit employees shall be entitled to thirty two (32) non-accumulating personal leave hours per fiscal year for personal business. This personal leave day may be taken in two (2) hour increments once per calendar month and otherwise in increments of not less than four (4) hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible. A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day.

Section 2. Forty Hour Employees.

The Fire Inspector, Fire Marshal and Assistant Chief shall be entitled to four (4) non-accumulating personal leave days per fiscal year for personal business to be utilized in increments of not less than two (2) hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible. A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day. In the event personal leave benefits for non-unionized City employees should change during the life of this Agreement, the Fire Inspector, Fire Marshal and Assistant Chief would be eligible for those newly-conferred personal leave benefits.

All bargaining unit employees shall be entitled to convert two (2) vacation days to personal leave days in each year of the Agreement. Any vacation day so converted may be taken in two (2) hour increments once per calendar month and otherwise in increments not less than four (4) hours.

ARTICLE 21

LEAVES OF ABSENCE - OTHER LEAVE

Section 1. Funeral Leave.

(A) A member of the bargaining unit shall be granted time off with pay until the work day after the funeral in the case of a death of a member of his immediate family.

(B) Reasonable time off with pay will be granted when the funeral is out-of-town.

(C) Immediate family shall be interpreted as including: wife, or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, and grandparents of the employee. The City is to be notified immediately of a death in the family and the extent of the expected absence.

Section 2. Leave of Absence.

Leave of absence without pay or accrual of benefits may be granted by the City Manager for a reasonable period of time for the following reasons:

(A) Illness leave (physical or mental).

(B) Prolonged illness in immediate family (spouse or child only).

(C) Educational (as approved by the Fire Chief and City Manager).

Section 3. Military Reserve Leave.

Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period

of not more than two (2) weeks. Employees who, subsequent to their date of hire, desire to become active members of an armed forces reserve unit must secure written permission from the Fire Chief.

Section 4. Leave Time for Union President.

The Union President, or his designated representative, and one other member of the Union, may request a maximum of three (3) working days leave per year to attend Union seminars, state or local meetings or Union conventions. Ten (10) calendar days advance notice shall be given to the Fire Chief. A total of five (5) days per year for such activities will be allowed with pay; the other is to be without pay.

Section 5. Jury Duty or Witness Time.

During the period when an employee is performing required jury duty services or is required to serve as a witness as a result of being served with a subpoena, the City will pay him the difference, if any, between his fees for jury duty or witness service and the pay he would have received had he worked his scheduled shift during his period of jury duty or witness service, provided that the employee gives the Fire Chief, or his designee, prompt notice of his call for jury duty or witness service and thereafter provided evidence of his performance of jury service or witness service and of the payment he received for it. An employee is expected to report for regular City duty when temporarily excused from attendance at Court.

Section 6. Other Leave.

Leaves of absence, other than those covered elsewhere in this Article, must be requested by a written communication to the Fire Chief and are subject to his approval. Absence of an employee without permission of the Fire Chief may warrant disciplinary action.

ARTICLE 22

FOOD REIMBURSEMENT ALLOWANCE

Effective the first payroll period in June 1995, the food reimbursement allowance shall be \$690.00 per year. Effective the first payroll period in June 1996, the food reimbursement allowance shall be \$700.00 per year. Effective the first payroll period in June 1997, the food reimbursement allowance shall be \$710.00 per year. This reimbursement allowance shall be paid annually the first payroll period in June for the fiscal year ending on the last day of that month. Employees who terminate, resign or retire during the fiscal year shall be entitled to their food reimbursement allowance computed to the last day of employment and payable at the date of severance of employment.

ARTICLE 23

UNIFORM ALLOWANCE

The City shall determine and furnish all necessary rubber goods and uniforms required by the employees.

In lieu of a food allowance for 40.0 hour employees, the City agrees to provide cleaning for their required dress shirts, dress pants, blazers and jackets.

ARTICLE 24

GROUP LIFE INSURANCE

After completion of six (6) months full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$30,000.00.

ARTICLE 25

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

Section 1. Eligibility.

All regular, full-time employees covered by this Agreement are eligible for traditional group Hospital, Medical and Surgical insurance coverage known as MVF II, with an ML 1890 rider, semi-private room privileges, Master Medical Option II, and \$2.00 co-pay prescription drug rider. The City reserves the right to substitute carriers of this coverage provided that the benefits are equivalent. Employees are free to elect this coverage or coverage as provided by Health Central, Incorporated of Lansing, Michigan or Physicians Health Plan and the City will pay the premium of whichever plan is selected.

Effective January 1, 1990, the traditional plan shall be amended for current employees and employees who retire on or after January 1, 1990, as follows:

(A) The major medical deductible will be for all medical charges and will be increased from \$100 individual/\$200 family to \$200 individual/\$400 family.

(B) The deductible is waived if PPOM (Preferred Providers of Michigan) providers are used (\$5.00 PPOM co-pay only).

(C) Free office visits are reduced from 3 to 2.

(D) The \$2.00 co-pay prescription drug rider is increased to \$4.00. Employees and retirees who retire on or after March 1, 1993 will have a \$3.00 prescription drug co-pay if they purchase a generic drug or a \$6.00 prescription drug co-pay if the employee or retiree opts to purchase a brand name drug.

Where both spouses are employed by the City, one may not declare the other a dependent on his or her health plan. Additionally, one or the other must insure dependents on a health plan, but not on both plans (current employees as of July 1, 1992 are grandfathered).

For any employee hired on or after July 1, 1992, if said employee has no access to health insurance, the employee shall immediately be eligible, regardless of open enrollment time periods, for any health plan offered under this Article.

Effective at the close of the enrollment period of July 1, 1996, there will be one health plan available to employees called the City of East Lansing self-insured health plan. Within this plan, there will be two networks, Sparrow Physician's Health Network (SPHN) and Preferred Provider's of Michigan (PPOM). Employees and retirees who retire with the 2.75% retirement multiplier may select either network once a year at the open enrollment period. No other health plans will be available to employees or retirees with a 2.75% retirement multiplier.

The SPHN network provides for 100% coverage in-network with a \$5.00 co-pay for in-network services. Out of network benefits provide for a \$250 single/\$500 family deductible for all benefits. After meeting the deductible, benefits are paid at 80%/20% of the first \$5,000 of reasonable and customary charges.

The PPOM network provides a 100% benefit with a \$5.00 co-pay for in-network services. Out of network benefits provide for a \$200 single/\$400 family deductible for base benefits. After meeting the deductible, base benefits are paid at 100% of reasonable and customary charges. Out of network benefits also provide for a \$200 single/\$400 family deductible for Major Medical benefits. After meeting the deductible, Major Medical benefits are paid on a 90%/10% basis of reasonable and customary charges.

It is understood that the descriptions for each network above are intended to highlight the health care coverage provided by each network. Complete information is described in the "Certificate of Coverage" in effect July 1, 1996 issued by each network and incorporated by reference herein.

Also effective at the close of the open enrollment period on July 1, 1996, the following premium co-share program shall be implemented for full-time members of the bargaining unit who elect coverage under the PPOM network:

Single	\$11.81 per month
Double	\$27.86 per month
Family	\$29.60 per month

There shall be no premium co-share for employees who select the SPHN network or for retirees.

Also effective at the close of the open enrollment period on July 1, 1996, will be a Section 125 (IRS Code) flexible benefit program which allows the employee to use pre-tax income to pay medical premiums, excess medical costs not paid by the health insurance plan, and dependent care expenses. The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

Section 2. Waiver of Group Hospitalization - Medical Coverage.

A fire fighter may voluntarily waive his or her right to participate in either the traditional plan or HMO plans made available by the City. For those not selecting a health insurance benefit, the City shall pay \$135.00 per month less deductions required by law.

Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and hereafter, produce satisfactory

proof of medical and hospitalization insurance coverage from another employer's policy or program that is not funded in whole or in part by City funds.

With respect to a City employee who is also eligible for dependent insurance coverage, the City will pay such City employee the monthly amounts provided above less deductions required by law provided a waiver of coverage as a City employee is executed without prejudice to the employee's right to maintain his or her dependent coverage in connection with a City employee's coverage. Any current employees who are spouses may receive this consideration if one of the spouses voluntarily waives his or her right to participate in any of the plans offered by the City.

A waiver from the plan requires execution of the proper Waiver Form available in the City's Personnel and Human Relations Department. The effective date of loss of coverage will be for the plan year during which the Waiver Form was executed.

Under this waiver protection, an employee agrees to drop health coverage for a period of one (1) year from the effective date coverage is waived and may thereafter re-enroll during the next annual enrollment period. An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

Section 3. Spousal Coverage.

Effective July 1, 1997, if an employee's spouse is employed full-time and has medical coverage available to him or her under a plan offered by his or her employer, the spouse must enroll in the medical plan for employee coverage in order for the spouse to be eligible for medical coverage through the City of East Lansing. Full coordination of benefits will apply at all times. This provision is waived in the event the spouse is required to make a medical premium contribution for the coverage.

Section 4. Coordination of Benefits - Automobile Insurance.

Effective July 1, 1996, an employee's automobile insurance coverage is primary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the secondary insurer. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to which is primary, including payment of claim directly and subsequently resolving the dispute with the auto insurance carrier.

Section 5. Retiree Coverage.

The above Hospital, Medical and Surgical insurance shall be made available to retirees at the group insurance rate provided that the individual retiree pay the group premium. The City will pay the premium for medical coverage for the retiree and spouse only for those employees who retire under the Michigan Employees Retirement System, pursuant to the provisions of the Section 47(f) waiver at age 50 or older with 25 years or more of service. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse, but the spouse would have conversion privileges. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse.

Retirees may change plans during the open enrollment period, but must take the benefits of the plan in effect at the time of the change, not including medical premiums.

An employee taking a deferred retirement is not eligible for Hospital, Medical and Surgical insurance.

ARTICLE 26

DENTAL INSURANCE

The City and Union agree to place into effect a dental insurance plan. The dental insurance plan shall provide the benefits listed in Appendix B hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits.

ARTICLE 27

GRIEVANCE AND ARBITRATION

Section 1.

A grievance is defined as a claim that this contract has been violated. Any grievance filed shall refer to the specific provisions alleged to have been violated and it shall briefly and clearly set forth the facts pertaining to the alleged violation.

Step 1.

Any employee with a claim arising out of the terms and provisions of this Agreement may discuss the grievance with the appropriate supervisor who shall make an attempt to resolve it in accordance with this contract. If this remedy does not satisfactorily resolve this grievance or if the employee elects not to pursue this remedy, the employee through the Union, or the Union on behalf of one (1) or more employees, or in its own behalf, shall reduce the grievance to writing. The claim must be filed with the Fire Chief within five (5) calendar days after the event or act giving rise to the grievance, with the exception of wage claims, which must be filed within thirty (30) calendar days. The five (5) calendar day limit stated above shall be extended to ten (10) calendar days provided the employee submits the alleged claim to the Union Grievance Committee for review.

Step 2.

The Fire Chief shall, within five (5) calendar days after receipt of the grievance, respond in writing. The aggrieved employee may be accompanied during any meeting by his Union representative and the Fire Chief may request that the aggrieved employee's immediate supervisor be present.

Step 3.

If the claim is not satisfactorily resolved in the second step, the Union may appeal in writing to the City Manager, or his designated representative, within five (5) calendar days following the reply of the Chief, or if no reply has been received, within five (5) calendar days following the submission of the grievance to the Chief, within the next five (5) calendar days. The City Manager may call a meeting at which any participant who has participated in a previous step may attend. The City Manager shall reply in writing within ten (10) calendar days after it is presented to him.

Step 4.

(A) If the grievance is not satisfactorily adjusted in the last preceding step, either party may within five (5) calendar days following the reply of the City Manager or if no reply has been received within ten (10) calendar days following the submission of the grievance to the City Manager, within the next five (5) calendar days, notify the other party in writing of its intent to seek arbitration and the other party shall be obligated to proceed with arbitration.

(B) Upon receipt of the Notice of Appeal to Arbitration, the designated representative of the Union shall meet with the designated representative of the City for the purposes of choosing an impartial arbitrator. If they are unable to so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a Demand for Arbitration with the Federal Mediation and Conciliation Service in accordance with the then applicable rules of that organization.

Step 5.

Arbitration. The Union hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties over the interpretation or application

of the matters which are covered in this contract or which, by addendum, may be added to this contract.

(A) The arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and he shall be without power or authority to make any decision:

- (1) regarding any issues other than the issue(s) presented to the arbitrator;
- (2) contrary to, or inconsistent with, or modifying or varying the terms of this Agreement;
- (3) changing, altering, or modifying any policy or reasonable rule established by the City, so long as such policy or reasonable rule does not conflict with this Agreement.

(B) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties or in the event of a class grievance.

(C) The grievance submitted to the Federal Mediation and Conciliation Service may be withdrawn by the grieving party. A grievance so withdrawn with prejudice may not be reinstated.

(D) There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union. The arbitrator shall submit his decision in writing within thirty (30) days after the conclusion of the hearing.

(E) In the event the grievance is granted in its entirety, the City shall pay costs of the arbitration. In the event the grievance is denied in its entirety, the Union shall pay the costs of the arbitration. In the event there is any other disposition of a grievance, the costs shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, transcript and court reporter attendance fees, and the cost of the hearing room. The aggrieved and

his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

(F) With respect to arbitration involving the discipline or discharge of any employee or employees, the arbitrator shall determine if the discharge or discipline was for just cause. He may review the penalty imposed and if he shall determine it to be inappropriate, and/or unduly severe, the penalty may be modified accordingly.

(G) The arbitrator shall have the authority in cases concerning discharge or discipline, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would have otherwise received (less compensation, if any, earned elsewhere during the period in question, which said compensation is attributable to the discharge or discipline in issue, and which would not have been earned otherwise). Back pay shall also be reduced by any unemployment compensation which is not repaid to the Michigan Employment Security Commission. If a question of back pay is involved in an arbitrated grievance, the arbitrator may not award back pay for a period prior to the date of submission of the grievance to the City in writing in Step 1, or the date of the incident giving rise to the grievance, whichever occurs earlier, provided the time limits of Step 1 have been met.

Section 2. Rules of Grievance Processing.

(A) Whenever a grievance arises, an employee may present said grievance to his immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's representative has been given the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his first line supervisor to discuss the

grievance. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their required duties.

(B) Management representative shall date and sign the grievance indicating receipt thereof.

(C) When a management representative returns the form with his answer on it, the grievant or Union representative shall date and sign the grievance indicating receipt thereof.

(D) A grievance not appealed to the next higher step within the time limit shall be deemed denied.

(E) A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.

ARTICLE 28

MEETINGS

Section 1. Special Conferences.

The City and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, not to in any way modify, add to or detract from the provisions of this Agreement. Special meetings shall be within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings at least three (3) of which shall be full-time employees of the City of East Lansing. No more than two (2) on-duty members of the Union will be permitted time off for the special conference. Employee representatives of the Union attending special conferences will be paid by the City for time spent at the special conference, but only for the straight time hours they would otherwise have worked on their regular work schedule.

Section 2. Officers' Meetings.

The City agrees to schedule at least eight (8) officers' meetings during each fiscal year. The Captains shall be invited to attend at least five (5) of those eight (8) meetings. Any Captain who is off-duty when any one (1) of the above five (5) meetings is scheduled has the option of either attending or remaining off-duty. The scheduling, duration, conduct, and agenda for these meetings

shall remain within the sole discretion of the Chief provided that a portion of each meeting shall be reserved for "new business." All officers attending these meetings shall be compensated at the rate of 1 ½ times their regular hourly rate for the time spent in the meeting.

ARTICLE 29

MAINTENANCE OF CONDITIONS

The City will make no unilateral changes in wages, hours or terms and conditions of employment contrary to this Agreement.

ARTICLE 30

DESIGNATED PAY FOR ACTING RANK

Section 1. Acting Captain.

A Lieutenant who is called upon to serve as the acting Captain for twelve (12) hours or more shall receive twenty two dollars (\$22.00) for each shift worked as acting Captain. In cases where two (2) officers work twelve (12) hours each, the senior Lieutenant in grade will receive the acting pay for the entire shift.

Section 2. Acting Deputy Chief.

A Captain who is called upon to serve as the acting Deputy Chief for at least one-half of his shift or more will receive twenty-two dollars (\$22.00) for each such occasion.

Section 3. Acting Command Pay.

A Deputy Chief assigned by the Chief to act in his absence for four (4) or more hours will receive thirty dollars (\$30.00) for up to one-half ($\frac{1}{2}$) of the shift or sixty dollars (\$60.00) if acting for longer than one-half ($\frac{1}{2}$) of the shift.

Section 4. Pyramiding.

Acting rank payments will not be considered part of the contractual wage rate. Such payments shall not be considered compensation for the purpose of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement.

ARTICLE 31

EDUCATIONAL ALLOWANCE

An employee of the Fire Department holding a two year Associate's Degree in the fire science field or 60 semester hours (90 term hours) toward a Bachelor's Degree in an accredited institution of higher learning in a fire science related field, shall receive one (1%) percent of a fully-paid fire fighter's base salary paid annually, in addition to the employee's own scheduled salary.

The 1% educational increment specified above shall be paid during the first pay period of March and upon receipt by the City of a diploma or certified transcript indicating award of the Associate's Degree or completion of 60 semester hours toward the Bachelor's Degree.

Effective March 1, 1992, the above educational allowance shall be rolled in to base salary, as outlined in the Salary Schedule, Appendix A. By agreeing to this roll-in to base salary, the Association in no way waives its right to negotiate future separate increases in educational allowance.

Effective July 1, 1994, all bargaining unit members shall be entitled to educational allowance.

ARTICLE 32

MINIMUM MANPOWER

The City will maintain a policy of assigning at least eleven (11) fire fighters, excluding the Deputy Chief, on all shifts. This shall be adopted as a basic policy, and the City will reasonably attempt to apply said policy whenever possible, but there shall be no liability on the City in those rare instances where it is temporarily impossible or impractical to maintain the required manpower level. This provision shall not be interpreted as requiring the maintenance of the mandated manpower level when circumstances make it difficult or impossible to do so.

Effective as soon as possible after issuance of the award, the City will maintain a minimum of thirteen (13) personnel in fire suppression per shift beginning at registration for the fall semester through the end of the spring semester at Michigan State University. At all other times throughout the year, the City will maintain a minimum of twelve (12) personnel in fire suppression per shift. Nonetheless, the parties agree to continue the current practice of maintaining additional personnel per shift during special events.

ARTICLE 33

EMT ALLOWANCE

All certified EMS personnel designated active or inactive shall be entitled to forty dollars (\$40.00) per month whether assigned to EMT duty in that month or not. EMT duty payments will be made quarterly and shall not be considered part of the contractual wage rate. EMT duty payments shall not be considered as compensation for the purpose of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement.

The City and the Union have incorporated by reference herein a memorandum. (Attached as Appendix C).

Effective January 1, 1992, the above EMT allowance shall be rolled in to base salary, as outlined in the Salary Schedule, Appendix A. By agreeing to this roll-in to base salary, the Association in no way waives the right to negotiate future separate increases in EMT allowance.

Effective July 1, 1994, all bargaining unit members shall be entitled to EMT allowance.

ARTICLE 34

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees.

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number. Notice of change of address or telephone number shall be deemed given only if the employee submits the change in writing to the Personnel Office and the Fire Department Office. The City shall be entitled to rely on the last address and telephone number furnished to it by an employee.

Section 2. Resignation.

Any employee covered hereby who desires to resign, must present his resignation in writing to his Department head or the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective.

Section 3. Supplemental Agreements.

All supplemental agreements shall be subject to the approval of the City and the Union. They shall be approved or rejected within a period of fifteen (15) days following the date they are submitted by the Union or the City.

Section 4. Conformance with State Law.

If State law is amended on a mandatory basis that would affect any provision in this Agreement, the Agreement shall be automatically amended to conform with the law on the effective date of such law.

Section 5. Separability.

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 35

DURATION

Section 1. Duration.

This Agreement shall be effective the first day of July 1994 and shall remain in force and effect to and including June 30, 1998.

Section 2. Future Negotiations.

The parties agree that after reasonable advance service of proposals is made they will commence negotiations for a new Agreement for a succeeding period not later than March 1 of the current contract expiration date.

Section 3. Extension.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on thirty (30) days written notice.

Section 4. Superseding Language.

This Agreement supersedes any previous written Agreement between the City and any employees covered hereby.

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

CITY OF EAST LANSING, MICHIGAN
A MUNICIPAL CORPORATION

EAST LANSING FIRE FIGHTERS
ASSOCIATION, LOCAL 1609,
I.A.F.F., AFL-CIO

by: Douglas B. Jester
Douglas Jester, Mayor

by: Gerald P. Rodabaugh
Gerald Rodabaugh, President

by: Susan Donnell
Susan Donnell, City Clerk

by: Joseph Clevenger
Joseph Clevenger

by: Mark Galat
Mark Galat

by: Lee Van Beveren
Lee VanBeveren

by: Peter Zamora
Peter Zamora

Dated at East Lansing, Michigan
_____, 199_.



APPENDIX A: CLASSIFICATION DATA

The following rates of pay for classifications in this bargaining unit are effective as follows:

<u>50.4 Hour Employees</u>	<u>Current</u> <u>Salary</u>	<u>Current</u> <u>Hourly</u>	<u>7/1/95</u> <u>Salary</u>	<u>7/1/95</u> <u>Hourly</u>	<u>1/1/96</u> <u>Salary</u>	<u>1/1/96</u> <u>Hourly</u>	<u>7/1/96</u> <u>Salary</u>	<u>7/1/96</u> <u>Hourly</u>	<u>7/1/97</u> <u>Salary</u>	<u>7/1/97</u> <u>Hourly</u>
Fire Fighter-Minimum:	\$27,387.36	\$10.45	\$28,208.98	\$10.76	\$29,055.25	\$11.09	\$29,926.91	\$11.42	\$30,824.71	\$11.76
6 months	\$27,963.94	\$10.67	\$28,802.85	\$10.99	\$29,666.94	\$11.32	\$30,556.95	\$11.66	\$31,473.66	\$12.01
1 year	\$28,881.22	\$11.02	\$29,747.65	\$11.35	\$30,640.08	\$11.69	\$31,559.28	\$12.04	\$32,506.06	\$12.40
2 year	\$30,427.49	\$11.61	\$31,340.31	\$11.96	\$32,280.52	\$12.32	\$33,248.94	\$12.69	\$34,246.41	\$13.07
3 year	\$32,340.67	\$12.34	\$33,310.89	\$12.71	\$34,310.22	\$13.09	\$35,339.53	\$13.48	\$36,399.71	\$13.89
4 year	\$35,511.84	\$13.55	\$36,577.20	\$13.96	\$37,674.51	\$14.38	\$38,804.75	\$14.81	\$39,968.89	\$15.25
5 year	\$35,800.13	\$13.66	\$36,839.28	\$14.06	\$37,936.59	\$14.48	\$39,119.24	\$14.93	\$40,283.38	\$15.37
10 year	\$36,088.42	\$13.77	\$37,127.56	\$14.17	\$38,224.88	\$14.59	\$39,433.74	\$15.05	\$40,597.88	\$15.49
15 year	\$36,350.50	\$13.87	\$37,415.85	\$14.28	\$38,513.17	\$14.70	\$39,774.44	\$15.18	\$40,938.58	\$15.62
20 year	\$36,638.78	\$13.98	\$37,677.93	\$14.38	\$38,775.25	\$14.80	\$40,088.94	\$15.30	\$41,253.08	\$15.74
Lieutenant:	\$38,263.68	\$14.60	\$39,411.59	\$15.04	\$40,593.94	\$15.49	\$41,811.76	\$15.95	\$43,066.11	\$16.43
5 year	\$38,604.38	\$14.73	\$39,673.67	\$15.14	\$40,856.02	\$15.59	\$42,126.25	\$16.07	\$43,380.60	\$16.55
10 year	\$38,892.67	\$14.84	\$39,961.96	\$15.25	\$41,144.31	\$15.70	\$42,440.75	\$16.19	\$43,695.10	\$16.67
15 year	\$39,180.96	\$14.95	\$40,250.25	\$15.36	\$41,432.59	\$15.81	\$42,781.45	\$16.32	\$44,035.80	\$16.80
20 year	\$39,469.25	\$15.06	\$40,512.33	\$15.46	\$41,694.67	\$15.91	\$43,095.95	\$16.44	\$44,350.30	\$16.92
Captain:	\$40,674.82	\$15.52	\$41,895.06	\$15.99	\$43,151.91	\$16.47	\$44,446.47	\$16.96	\$45,779.86	\$17.47
5 year	\$40,989.31	\$15.64	\$42,157.14	\$16.09	\$43,413.99	\$16.57	\$44,760.97	\$17.08	\$46,094.36	\$17.59
10 year	\$41,277.60	\$15.75	\$42,445.43	\$16.20	\$43,702.28	\$16.68	\$45,075.46	\$17.20	\$46,408.86	\$17.71
15 year	\$41,565.89	\$15.86	\$42,733.72	\$16.31	\$43,990.57	\$16.79	\$45,416.17	\$17.33	\$46,749.56	\$17.84
20 year	\$41,854.18	\$15.97	\$42,995.80	\$16.41	\$44,252.65	\$16.89	\$45,730.66	\$17.45	\$47,064.06	\$17.96
Deputy Chief:	\$43,138.37	\$16.46	\$44,432.52	\$16.95	\$45,765.49	\$17.46	\$47,121.98	\$17.98	\$48,537.22	\$18.52
5 year	\$43,426.66	\$16.57	\$44,694.60	\$17.05	\$46,027.57	\$17.56	\$47,436.48	\$18.10	\$48,851.71	\$18.64
10 year	\$43,741.15	\$16.69	\$44,982.89	\$17.16	\$46,315.86	\$17.67	\$47,750.98	\$18.22	\$49,166.21	\$18.76
15 year	\$44,029.44	\$16.80	\$45,271.18	\$17.27	\$46,604.15	\$17.78	\$48,091.68	\$18.35	\$49,506.91	\$18.89
20 year	\$44,317.73	\$16.91	\$45,533.26	\$17.37	\$46,866.23	\$17.88	\$48,406.18	\$18.47	\$49,821.41	\$19.01

Probation rate for Officers is rate for pervious pay scale.

Note: Effictive upon issuance of Award, each bargaining unit member to receive a one time lump sum payment of \$250.



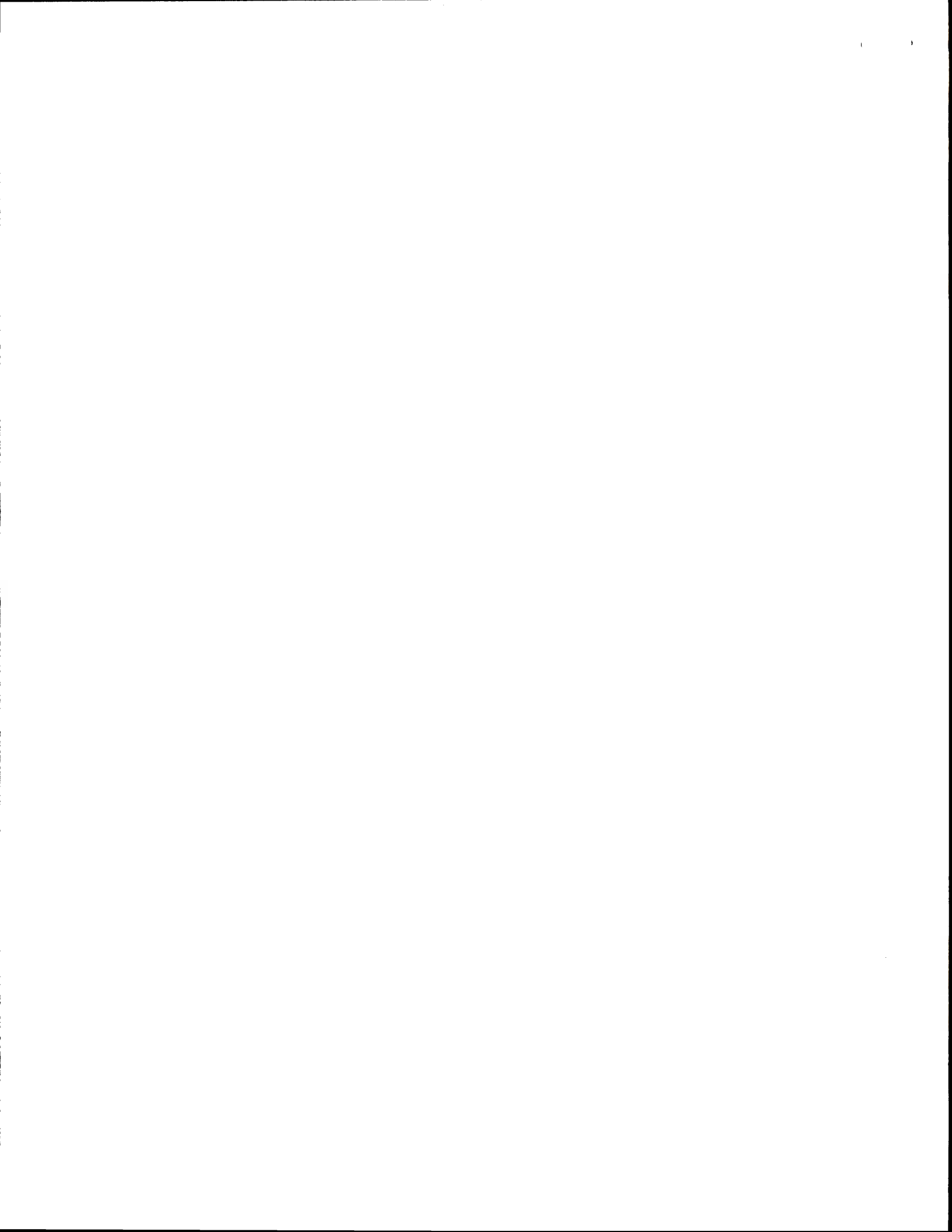
<u>40 Hour Employees</u>	<u>Current</u> <u>Salary</u>	<u>Current</u> <u>Hourly</u>	<u>7/1/95</u> <u>Salary</u>	<u>7/1/95</u> <u>Hourly</u>	<u>1/1/96</u> <u>Salary</u>	<u>1/1/96</u> <u>Hourly</u>	<u>7/1/96</u> <u>Salary</u>	<u>7/1/96</u> <u>Hourly</u>	<u>7/1/97</u> <u>Salary</u>	<u>7/1/97</u> <u>Hourly</u>
Maintenance Officer	\$41,891.20	\$20.14	\$43,147.94	\$20.74	\$44,442.37	\$21.37	\$45,775.65	\$22.01	\$47,148.91	\$22.67
5 year	\$42,203.20	\$20.29	\$43,418.34	\$20.87	\$44,712.77	\$21.50	\$46,087.65	\$22.16	\$47,460.91	\$22.82
10 year	\$42,494.40	\$20.43	\$43,709.54	\$21.01	\$45,003.97	\$21.64	\$46,420.45	\$22.32	\$47,793.71	\$22.98
15 year	\$42,785.60	\$20.57	\$43,979.94	\$21.14	\$45,274.37	\$21.77	\$46,732.45	\$22.47	\$48,105.71	\$23.13
20 year	\$43,076.80	\$20.71	\$44,271.14	\$21.28	\$45,565.57	\$21.91	\$47,065.25	\$22.63	\$48,438.51	\$23.29
Fire Inspector	\$43,139.20	\$20.74	\$44,433.38	\$21.36	\$45,766.38	\$22.00	\$47,139.37	\$22.66	\$48,553.55	\$23.34
5 year	\$43,409.60	\$20.87	\$44,703.78	\$21.49	\$46,036.78	\$22.13	\$47,451.37	\$22.81	\$48,865.55	\$23.49
10 year	\$43,700.80	\$21.01	\$44,994.98	\$21.63	\$46,327.98	\$22.27	\$47,784.17	\$22.97	\$49,198.35	\$23.65
15 year	\$44,012.80	\$21.16	\$45,265.38	\$21.76	\$46,598.38	\$22.40	\$48,096.17	\$23.12	\$49,510.35	\$23.80
20 year	\$44,304.00	\$21.30	\$45,556.58	\$21.90	\$46,889.58	\$22.54	\$48,428.97	\$23.28	\$49,843.15	\$23.96
Fire Marshall	\$45,552.00	\$21.90	\$46,918.56	\$22.56	\$48,326.12	\$23.23	\$49,775.90	\$23.93	\$51,269.18	\$24.65
5 year	\$45,822.40	\$22.03	\$47,188.96	\$22.69	\$48,596.52	\$23.36	\$50,087.90	\$24.08	\$51,581.18	\$24.80
10 year	\$46,134.40	\$22.18	\$47,480.16	\$22.83	\$48,887.72	\$23.50	\$50,420.70	\$24.24	\$51,913.98	\$24.96
15 year	\$46,425.60	\$22.32	\$47,750.56	\$22.96	\$49,158.12	\$23.63	\$50,732.70	\$24.39	\$52,225.98	\$25.11
20 year	\$46,716.80	\$22.46	\$48,041.76	\$23.10	\$49,449.32	\$23.77	\$51,065.50	\$24.55	\$52,558.78	\$25.27
Assistant Chief	\$52,790.40	\$25.38	\$53,996.80	\$25.96	\$53,996.80	\$25.96	\$55,993.60	\$26.92	\$57,673.41	\$27.73
5 year	\$53,060.80	\$25.51	\$54,267.20	\$26.09	\$54,267.20	\$26.09	\$56,305.60	\$27.07	\$57,985.41	\$27.88
10 year	\$53,352.00	\$25.65	\$54,558.40	\$26.23	\$54,558.40	\$26.23	\$56,638.40	\$27.23	\$58,318.21	\$28.04
15 year	\$53,622.40	\$25.78	\$54,828.80	\$26.36	\$54,828.80	\$26.36	\$56,950.40	\$27.38	\$58,630.21	\$28.19
20 year	\$53,913.60	\$25.92	\$55,120.00	\$26.50	\$55,120.00	\$26.50	\$57,283.20	\$27.54	\$58,963.01	\$28.35



APPENDIX B

Listed below are the benefits to be provided by the City under a suitable dental insurance plan commencing July 1, 1981:

1. Oral examinations, including scaling and cleaning of teeth, but not more than once each in any period of six (6) consecutive months.
2. Topical application of sodium or stannous fluoride, if the individual is less than 16 years old.
3. Dental x-rays.
4. Extractions.
5. Oral surgery, including excision of impacted teeth.
6. Fillings.
7. Anesthetics administered in connection with oral surgery or other covered dental services.
8. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
9. Endodontic treatment, including root canal therapy.
10. Injection of antibiotics drugs by the attending dentist.
11. Repair or recementing of crowns, inlays, bridgework or dentures; or relining or rebasing of dentures.
12. Inlays, gold fillings or crowns (including precision attachments for dentures).
13. Space maintainers.



14. Initial installation of fixed bridgework (including inlays and crowns as abutments to replace natural teeth while the individual is covered under the plan).

15. Initial installation of partial or full removal dentures (including precision attachments and any adjustments during the six (6) month period following installation) to replace one or more natural teeth extracted while the individual is covered under the plan.

16. Replacement of an existing partial or full removal denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removal denture or to bridgework to replace extracted natural teeth, but only if satisfactory evidence is presented that:

- (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed and while the individual is covered under the plan;
- (b) The existing denture or bridgework cannot be made serviceable and, at least five (5) years have elapsed prior to its replacement; or
- (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

17. Orthodontic treatment (including correction of malocclusion).

Effective August 19, 1986, the foregoing benefits shall be provided in a manner such that the City's insurance carrier shall pay 100% of costs of any diagnostic and preventative Type A services; 50% of services designated Type B and C by the carrier up to an annual maximum benefit of \$1,000.00 per person; and 50% Type D orthodontic treatment up to a lifetime maximum of \$1,000.00 per person. Coverage for orthodontic treatment shall be limited to persons 19 years of age or under.



Appendix C

July 1, 1989

Jack Gregg, Fire Chief
East Lansing Fire Department
East Lansing, Michigan 48823

Dear Chief Gregg:

This will serve as a letter of understanding revising the EMS system for monitoring the EMS personnel roster.

1. Active List (Non-voluntary)

A. The 18 junior EMS personnel, based on seniority, must remain active and maintain the highest licensure level they have obtained until reaching number 19 on the EMS seniority list.

B. Once an EMS person reaches number 19 in seniority, he/she will automatically move to the bottom of the inactive list.

1. He/she will then be offered a choice of going completely off the list only if slots 1-9 on the inactive list choose to remain there.

2. If he/she chooses to stay inactive and nobody in slots 1-9 wants to go off the inactive list, then slot number 9 (top seniority) on the inactive list will automatically be removed from the list.

2. Inactive List (9 positions)

A. All EMS personnel entering the inactive status will enter at the bottom of the list based on entry date to the EMS seniority list regardless of departmental seniority. Once on the inactive list seniority (EMS list) will prevail based on date of entry to the inactive status.

B. When he/she reaches seniority position 9 on the inactive list, he/she may remain there as long as another person in slots 1-8 of the inactive list or the person coming from the active list is willing to leave the inactive status.


3. The EMS Director (1 position) will receive the same compensation as other active/inactive EMS personnel, whether or not he/she holds one of the 27 active/inactive positions.

4. Active personnel will be assigned first to staff EMS vehicles. Inactive personnel will only be assigned to EMS vehicles when there are insufficient active personnel available or unless the inactive person volunteers to ride a vehicle.
 - A. When assigning inactive EMS personnel under this procedure the most junior (lowest on the list) person will be assigned first unless a more senior person requests the assignment.
5. Active people on each shift and at each station will be rotated in a fair and equal manner when assigned to EMS vehicles.
6. The department will try and keep the 18 active EMS personnel evenly divided among the 3 workshifts.
7. All new hired personnel will start at the bottom of the active list.
8. An individual leaving inactive status may continue his/her licensure as an EMS if desired. However, the department will not provide for continuing education or course materials. The department may pay for licensure fees.
9. When a person is promoted to the rank of Captain or higher he/she will automatically be removed from which ever list he/she is on.


Exceptions:

1. The department reserves the right to assign active EMS personnel to fire suppression units ahead of employees on inactive status providing such assignment is required in order to maintain normal service levels.

Approved:



Robert Condon, President



Jack Gregg, Fire Chief

APPENDIX D

SETTLEMENT AGREEMENT

Re: Early Raises Grievance
FMCS No. 92 24420

As an offer of settlement in the above referenced case, the Union proposes the parties return to a process of determining early merit increases which was used prior to the last collective bargaining agreement. This process is as follows:

1. Application may be made for early merit increases to the following steps with the corresponding date of effect:
 - a. 2 year level of pay 18 months of employment (6 months early)
 - b. 3 year level of pay 30 months of employment (" " ")
 - c. 4 year level of pay 42 months of employment (" " ")
2. An employee who, based on seniority, is at one of these levels, could be recommended for consideration by the Deputy Chief.
3. The Assistant Chief, upon receiving a recommendation, conducts an assessment process.
4. The elements of the assessment process are essentially the same at each level, but the score necessary to receive a recommendation that it be considered by the Chief increases at each level as follows:
 - a. 2 year level 70% score
 - 3 year level 80% score
 - 4 year level 85% score
5. If a Fire Fighter/Paramedic is successful in the assessment process, it is recommended to the Chief that an early increase be granted.
6. The Chief and Assistant Chief interview the Fire Fighter/Paramedic and, based on the interview may recommend the early increase to the City Manager. If a recommendation is denied, it must be for a performance related reason and written notice of the justification for the denial must be provided to the Fire Fighter/Paramedic.
7. The City Manager receives the recommendation and approves the early increases.
8. Fire Fighter/Paramedics who are at or below the four year level of the pay schedule who would otherwise have qualified for this process and have not yet tested will now be tested. If they are successful in this process

they will be granted a merit increase retroactive to the date they would have otherwise qualified.

9. Any Fire Fighter/Paramedic who has previously successfully completed the process and has not received a merit increase which is a direct result of a delay due to this grievance will not have to test but instead will be granted a merit increase retroactive to the date he or she would have otherwise qualified under this process.

This settlement will be read to supplement Article 12, except that where the settlement and Article 13 conflict, the settlement agreement will be controlling.

FOR THE UNION:

Darwin A. Rames

Darwin Rames, President
East Lansing Fire Fighters

Dated: 3-8-93

FOR THE CITY:

Michael Benedict

Michael Benedict, Director of
Personnel, City of East Lansing

Dated: 3-8-93

APPENDIX E

Letter of Agreement

Re: Assistant Chief Transportation

The City agrees to continue to provide the Assistant Chief with a City of East Lansing vehicle.

For the City:

Michael V. Benedict

Michael V. Benedict, Deputy City Manager

For the Union:

Gerald P. Rodabaugh

GERALD P. RODABAUGH, PRESIDENT

Dated: January 26, 1996

✓
AC
5/22/23