

6/30/98

Pontiac, City of

CONTRACT BOOK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PONTIAC, MICHIGAN

AND

Local #376, Pontiac Fire Fighters Union
International Association of Fire Fighters
Affiliated With AFL-CIO

July 1, 1993 through June 30, 1998

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed list of items that should be tracked, such as inventory levels, accounts payable, and accounts receivable. It also outlines the procedures for recording these transactions, including the use of double-entry bookkeeping and the importance of regular reconciliations.

The second part of the document focuses on the analysis of the financial data. It explains how to interpret the various financial statements, such as the balance sheet, income statement, and cash flow statement. It provides a step-by-step guide to calculating key financial ratios and metrics, such as the current ratio, debt-to-equity ratio, and gross profit margin. The document also discusses the importance of comparing the company's performance to industry benchmarks and identifying areas for improvement.

The third part of the document addresses the issue of financial reporting. It explains the requirements for preparing financial statements in accordance with generally accepted accounting principles (GAAP). It provides a detailed overview of the reporting process, including the preparation of the financial statements, the review and approval process, and the filing of the reports with the appropriate regulatory authorities. The document also discusses the importance of transparency and accuracy in financial reporting and the consequences of non-compliance.

The fourth part of the document discusses the role of the auditor in the financial reporting process. It explains the responsibilities of the auditor and the importance of an independent audit opinion. It provides a detailed overview of the audit process, including the selection of the audit firm, the planning and execution of the audit, and the preparation of the audit report. The document also discusses the importance of communication between the auditor and the company's management and the consequences of a qualified or adverse audit opinion.

The fifth part of the document discusses the importance of internal controls in the financial reporting process. It explains how internal controls can help to prevent and detect errors and fraud, and how they can be used to improve the efficiency and effectiveness of the company's operations. It provides a detailed overview of the internal control framework, including the identification of risks, the design and implementation of controls, and the monitoring and evaluation of the controls.

The sixth part of the document discusses the importance of financial forecasting and budgeting. It explains how these tools can be used to plan for the future and to make informed decisions about the company's operations. It provides a detailed overview of the forecasting and budgeting process, including the identification of key drivers, the development of the budget, and the monitoring and evaluation of the budget.

The seventh part of the document discusses the importance of financial risk management. It explains how financial risks can be identified, measured, and managed, and how they can be used to improve the company's financial performance. It provides a detailed overview of the financial risk management process, including the identification of risks, the measurement of risk, and the implementation of risk management strategies.

The eighth part of the document discusses the importance of financial compliance. It explains the requirements for complying with various financial regulations, such as the Sarbanes-Oxley Act and the Dodd-Frank Act. It provides a detailed overview of the compliance process, including the identification of applicable regulations, the development of a compliance program, and the monitoring and evaluation of the program.

The ninth part of the document discusses the importance of financial communication. It explains how financial information can be used to communicate the company's performance to various stakeholders, such as investors, creditors, and regulators. It provides a detailed overview of the financial communication process, including the preparation of financial reports, the presentation of the reports, and the monitoring and evaluation of the communication.

The tenth part of the document discusses the importance of financial innovation. It explains how new financial products and services can be developed to meet the needs of the market and to improve the company's financial performance. It provides a detailed overview of the financial innovation process, including the identification of market needs, the development of new products, and the implementation of the products.

COLLECTIVE BARGAINING AGREEMENT

CITY OF PONTIAC, MICHIGAN

AND

**LOCAL #376, FIRE FIGHTERS UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFFILIATED WITH**

July 1, 1993 through June 30, 1998

INTERNATIONAL FEDERATION OF THE YOUTH

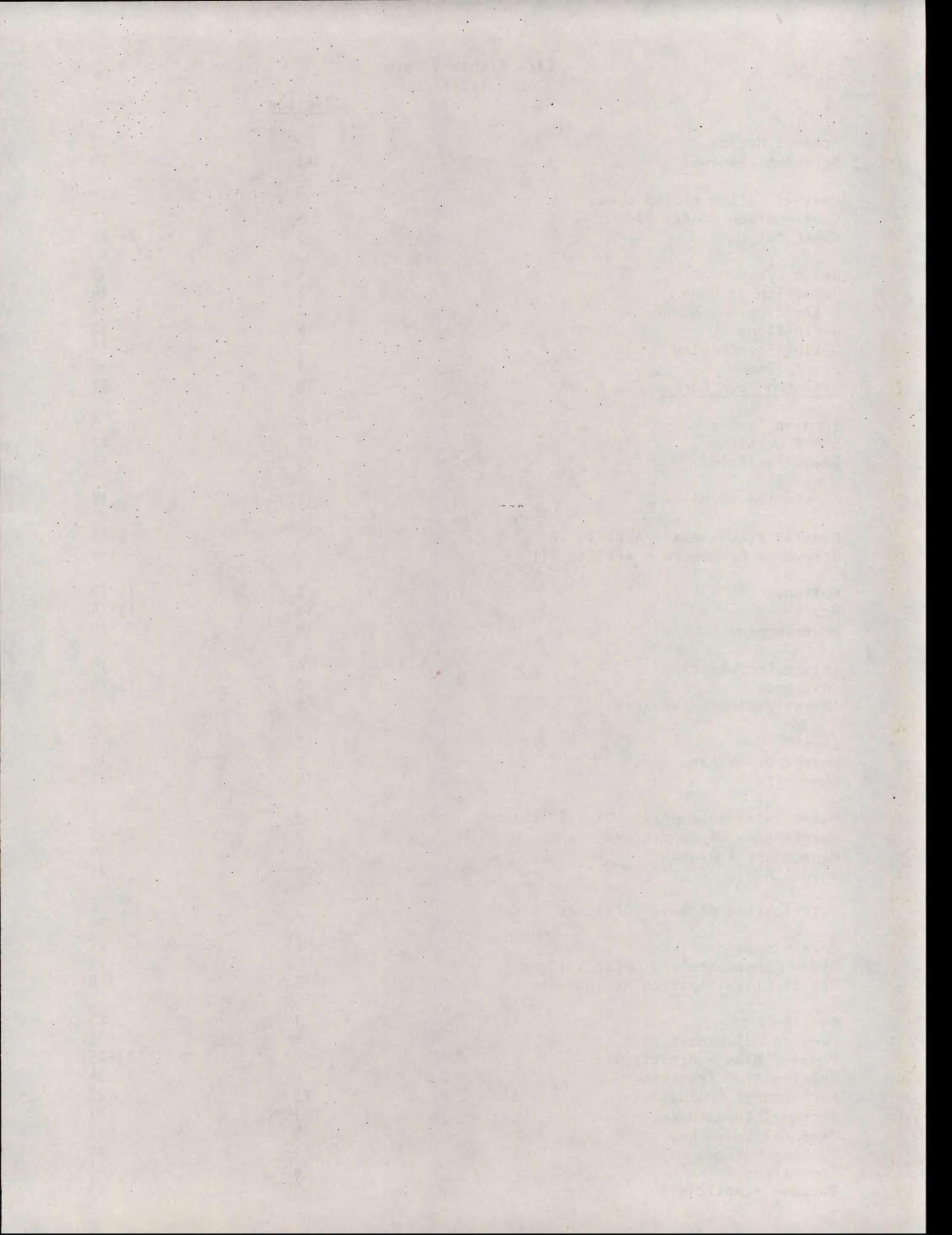
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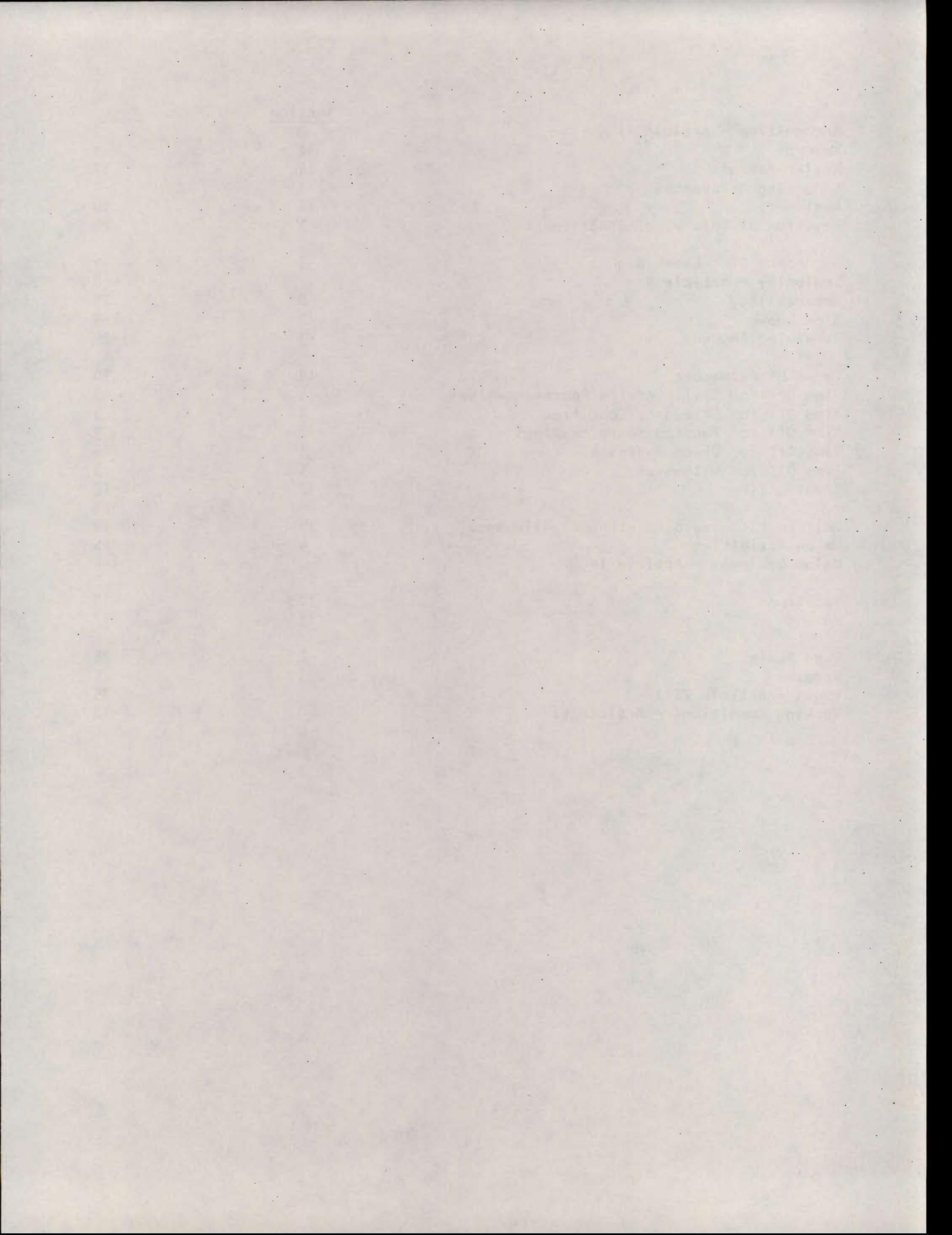
CONFERENCE OF THE YOUTH

**Fire Fighters Union
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**The City of Pontiac, Michigan
and
The PONTIAC FIRE FIGHTERS UNION, Local #376
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFFILIATED WITH AFL-CIO**

WORKING AGREEMENT BETWEEN CITY OF PONTIAC AND LOCAL #376, PONTIAC FIRE FIGHTERS UNION, affiliated with AFL-CIO through the International Association of Fire Fighters and affiliated with Michigan State Fire Fighters Union. WITNESSTH, that the parties hereto, in consideration of the mutual covenants and agreements hereinafter continued, do hereby agree as follows:

ARTICLE I - PURPOSE

It is the intent and purpose of this Working Agreement between the City and the Union members and other employees to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work; and to provide a method for the redress of any grievance. The goal of such relationship is to provide the citizens of Pontiac the most effective and efficient fire protection possible.

ARTICLE II - RECOGNITION

The management of the City of Pontiac recognizes Local #376, Pontiac Fire Fighters Union, affiliated with the AFL-CIO through the International Association of Fire Fighters and affiliated with Michigan State Fire Fighters Union, as the sole representative of its members, covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of individual bias, race, creed, or organization, activity or membership in any specific group. The provisions of this Working Agreement shall apply to all Fire Department employees except where excluded by City Charter. This Agreement does not apply to civilians assigned to the Fire Department.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Reporting Grievances

Should a grievance arise between an employee or a group of employees and the City or Department administration, the following steps will be taken in negotiating such grievances. Grievances shall be submitted within fifteen (15) days of the event, occurrence or knowledge of the facts giving rise thereto:

- A. Matters which fall within the purview of the Fire Civil Service Commission shall not be subject to the grievance procedure. However, if for some reason the Fire Civil Service Commission declines to accept a grievance which has been filed with it, then the aggrieved individual shall have access to the grievance procedure as provided hereinafter. In such instances where the Fire Civil Service Commission declines jurisdiction, the 15 day time period for filing a grievance under the Agreement shall begin as of the date the Commission, in writing, declined jurisdiction over the matter in question.

B. First Step (all verbal)

1. Employee shall report to steward.
2. Steward shall arrange meeting with employee's immediate supervisor.
3. Steward shall then (with employee present) proceed to adjust grievance with immediate supervisor within ten (10) days.

C. Second Step (if not settled in first step)

The Grievance Committee shall submit grievance in written form to Department Head or person (or persons) acting in this capacity within ten (10) days after completion of the first step. The Department Head shall act on the grievance within ten (10) days from presentation.

D. Third Step (if not settled in second step)

Failing settlement within ten (10) days, the grievance shall be processed for appeal to the City's representative by the Grievance Committee. Receipt of the grievance shall be acknowledged and a date shall be set for a hearing within ten (10) days from receipt. At the hearing the employee and/or the Grievance Committee and the City may be represented by person (or persons) of their choice. The City shall submit a written answer to the grievance to the Grievance Committee within ten (10) days of the grievance hearing. Time may be extended by mutual agreement.

E. Fourth Step (if not settled in third step)

If the grievance remains unadjusted, the Union may, within thirty (30) days after written reply of the Labor Relations Director or his/her designated representative, request arbitration by written notice to the City. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Expense for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

F. Failure of the Union to appeal the grievance to the next highest step shall constitute acceptance of the City's last response, while failure by the City to act upon a grievance within the specified contract time shall result in a grant of the relief requested in the grievance.

G. All time limits on the grievance procedure may be shortened or extended by mutual agreement.

Section 2. Investigating Grievances

When it becomes necessary for the Grievance Committee to investigate grievances referred to them by a steward, a member of the Grievance Committee shall be given reasonable time off the job, with pay, to investigate the alleged grievance fully. Each Grievance Committee member shall inform his/her supervisor sufficiently in advance as to allow a relief employee to fill his/her job.

Section 3. Time Off for Grievance Committee

The members of the Grievance Committee shall be relieved from their regular duties with the City upon reasonable notice to their immediate supervisor to enable them to negotiate or appear before the Department Head, Labor Relations Director, or Fire Civil Service Commission on all grievances that have been referred for settlement or hearing thereon. The City shall pay all members of the Grievance Committee or Negotiation Committee when they are conducting negotiations or appearing before any person or body on the hearing of a grievance at their regular rate of pay for all time consumed during their regular working day.

Section 4. Time Off for Civil Service Representatives

The Union President and the Fire Civil Service Representative shall be relieved from their regular duties with the City to enable them to attend all Civil Service meetings. The City shall pay these persons when attending Civil Service meetings at their regular rate of pay for all time consumed during their regular working day (Section 2, 3, and 4 shall apply only when all companies are in service, provided however, that one representative shall be allowed off regardless of how many companies are in service.)

Section 5. Time Off for Witnesses

When the Grievance Committee or Labor Relations Director deems it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due advance notice to their immediate supervisor, and they shall be compensated their regular rate of pay for all time so consumed during their working day.

ARTICLE IV - UNION BUSINESS

Section 1. Time Off for Union Business

- A. Due to abnormal working conditions, the members of the Executive Board shall be allowed to attend all Executive Board meetings when called.
- B. The first four (4) Executive Board Officers, President, 1st Vice President, Secretary and Treasurer shall be allowed reasonable time off to tend to Union business with the approval of the Fire Chief or his designated representative.

Section 2. Time Off for Pension Board Meetings

Any member of the bargaining unit on the Pension Board will be given time off for all business of the Pension Board.

Section 3. Notification of Union Officers

Following each regular union election for officers, a list will be submitted to the City through the Chief of the Fire Department and Labor Relations Director containing the names of all elected officers plus the names of all committee members. Should the list change because of a vacancy, a new list will be submitted to the City through the Chief of the Fire Department and the Labor Relations Director.

ARTICLE V - SENIORITY

Section 1. Definition and Scope

Seniority shall be defined as preference or priority based on length of service with definite rights qualifying employees who have completed their probationary period. The purpose of seniority credit shall be to provide security based on length of service.

Section 2. Records

Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated or otherwise affected by leaves of absence without pay of longer than two weeks. Leave for illness, injury or military duty with the armed forces of the United States shall not be considered as interrupting service toward seniority.

- A. A seniority list for all employees under this Agreement shall be submitted by the Department Head to the Union and posted every six (6) months.
- B. Notice of a change in an employee's seniority date shall be submitted to the Union as the change occurs.
- C. The seniority list shall be established in accordance with entry date, and in cases where two or more employees were hired on the same day, the order of their names on the Civil Service list for entry of said employees shall determine seniority.

Section 3. Maintaining Appropriate Classifications

- A. Positions or responsibility calling for a certain rank and/or grade of pay will be filled by that rank and/or grade of pay on every normal duty day.
- B. Positions and rank or grade of pay as follows:
 - 1. Shift Supervisor - Battalion Chief
 - 2. Station of District Officer - Captain
 - 3. Supporting Company Officer - Lieutenant
(ladder, pumper, rescue)
 - 4. Apparatus Driver - Engineer
 - *5. Fire Dispatcher - pay grade of Engineer

*Existing personnel in this classification will not be replaced upon leaving the position and in addition the classification will be eliminated.

Section 4. Earning Tenure

- A. Length of Probation for New Hires: Twelve (12) months. In accordance with the provisions of Act 78 of Public Acts of 1935, as amended.
- B. Pay and Service Credit: On satisfactory completion of the probationary period, new employees will be advanced to the next step in the pay range for their position. Further increases of one step (as outlined in the Official Pay Plan) shall be granted on the anniversary of the appointment. Service credit for pay purposes shall begin from the time of appointment to a new position but shall not accrue during any leave of absence without pay no longer than two weeks except for compensable or duty-incurred illness or injury, and military leave. Service credit for sick leave and vacation purposes shall not accrue during leave of absence without pay longer than two weeks except for compensable or duty-incurred illness or injury. Pay increases shall become effective at the beginning of a pay period.
- C. In case a probationary employee feels that his/her discharge was not for just cause, or that his/her termination was based upon discrimination involving individual bias, race, creed, organizational membership or activity, he/she may file an appeal with the Civil Service Commission.
- D. 1. The amended Civil Service procedures will be as follows: Dual lists will be established with one list being all candidates in total score order and the second list a special list of the minorities, including women, in total score order. Hiring will be made from the first list in order except that at least one (1) minority must be hired of every three (3) hires. In order to achieve this, the second list will be used if there is not at least one (1) minority for every three (3) hires from the first list. This dual list procedure will be in effect through the duration of the contract.
- 2. Hiring. An applicant must obtain a passing grade of 70% on the written examination to be placed on the eligibility list for employment. All other employment requirements will be pass or fail.

Section 5. Layoff

- A. All employees will be laid off in line of seniority and rehired in reverse order. No new employee will be hired by the City as long as there is an employee laid off who has seniority and can pass a physical examination by a City physician. The Union shall be notified in advance of any anticipated layoff to allow them to work closely with the City and/or department to correctly align the determining conditions of the layoff.
- B. If workers are to be laid off, a fourteen (14) day notice shall be given of the date when their services shall no longer be required.
- C. If in the event of layoff of employees, and due to the layoff of employees, there are persons reduced in rank or classification, the reduction of rank or classification will be in line of seniority in each rank or classification and any persons so reduced in rank or classification will be promoted in reverse order before any other persons are promoted to that particular rank or classification.

Section 6. Promotions

- A. 1. Promotions shall be made in accordance with the provisions of Act 78 of Public Acts of 1935, as amended, except for Fire Chief. The Fire Chief shall be an appointment of the Mayor.
2. All examinations shall be competitive and in accordance with Act 78 of Public Acts of 1935, as amended; and classifications or positions such as Fire Marshal, Fire Inspector, Training Officer, Master Mechanic, Engineer, Lieutenant, Captain and Battalion Chief, shall be filled within thirty (30) days after vacancy occurs if an eligibility list is available; provided, however, this provision does not apply to the Fire Chief's position.
- B. For the following classifications, Fire Marshal, Fire Inspector, Training Officer, Master Mechanic, and EMS Coordinator, an individual being promoted into these classifications will take with them their current rank. The above positions are considered non-rank positions.
- C. The amended Civil Service procedures will be as follows: Dual lists will be established with one being in score order for all the candidates and the second list being the minorities, including women, in score order. Promotions are to be made from the first list except that at least one (1) minority will be promoted out of every three (3) promotions. The second list will be used to accomplish this if the first list does not result in at least one (1) minority promoted out of every three (3) promotions. The dual list will be in effect through the duration of the contract.
- D. Eligibility: Seniority in rank for eligibility to test for Captain and Battalion Chief will be two (2) years effective July 1, 1984 (contract date).
- E. Provided, however, the "weight of examination" and seniority requirements in effect July 1, 1984 shall remain in effect and not be changed and a written score of 70% must be attained unless agreed to by the Union.

Examples:

Fire Inspector

Written Test	57.5%
Experience & Training	20%
Maximum Seniority	22.5%

Engineer

Written Test	40%
Performance Test	45%
Seniority	15%

Section 7. Classification of Employees

- A. An employee shall fill a temporary position of higher responsibility and pay, providing he/she is on the current promotional list established

by the Civil Service Commission for that position, where pay is involved. The top employee on the promotional list on duty that day shall be assigned. If no list is in effect, the senior person on duty that day may fill the position, if qualified.

- B. Vacancies in positions in the Fire Department shall be filled by competitive examination conducted by the Fire Civil Service Commission, in accordance with provisions of Act 78 of Public Acts of 1935, as amended. The position of Engineer is not rank and a Fire fighter does not have to be an Engineer to become a Lieutenant.
- C. Any employee who fills a temporary position of higher responsibility for five (5) duty days between 8 a.m., January 1 - December 31 shall receive the first step rate of pay for that position, and normal pay steps after six (6) consecutive months in that position. A Fire Fighter who serves as Engineer for five (5) duty days shall receive the first step rate of pay for Engineer. Assignments shall be made from the promotional lists starting with the top employee on the promotional list for that day. A fifty point four (50.4) hour employee who is transferred to a forty-hour position, and who is eligible for additional payment for the transfer shall receive the differential in rates computed on the basis of his/her fifty point four (50.4) hour rate.
- D. When a vacancy occurs in a position and an eligibility list is not in effect, the position may be filled out of the station where the vacancy exists. "Senior employee in that station that day may fill the out-of-classification position if he/she is qualified." An employee who does not wish to work out-of-classification in a particular position will submit his/her name to the Chief's office. Submitting of an individual's name will cause his/her removal from out-of-classification work in that position until a new eligibility list is in effect. The Chief, Battalion Chief, or Officer-in-Charge may require an employee to work out-of-classification if in their opinion the situation warrants it.
- E. Under normal conditions when a vacancy occurs in a position, whether a list is in effect or not, a member of the bargaining unit may not fill a position for more hours than is normal for that position.

Section 8. Out-of-Classification Assignments

Staffing and manning will be as listed below:

The Department will schedule three (3) platoons, one per shift:

Chief Car	Battalion Chief	+ Engineer
Engine #1	Captain	+ Engineer
Engine #2	Captain	+ Engineer
Engine #4	Captain	+ Engineer
Engine #5	Captain	+ Engineer
Engine #6	Captain	+ Engineer
Mini Pump	Lieutenant	+ Engineer
Aerial	Lieutenant	+ Engineer
Ladder	Captain	+ Engineer
Rescue #1	Lieutenant	+ Engineer
Rescue #4	Lieutenant	+ Engineer

Relief Captain and Relief Lieutenant may be assigned to any support company. Battalion Chief designates the assignment, subject to the approval of the Fire Chief.

Totals per shift:

- 1 Battalion Chief
- 5 Captain & 1 Relief Captain
- 3 Lieutenants & 1 Relief Lieutenant
- 9 Engineers & 1 Relief Engineer

ARTICLE VI - WORKING CONDITIONS

Section 1. Discipline

- A. It shall be the policy of the department to warn an employee orally of any infraction of the rules of the department, and a record of the oral warning will be made a part of his/her personnel file. Any disciplinary action shall be made and conducted in accordance with the provisions of Act 78 of Public Acts of 1935, as amended.
- B. An employee shall be given a reasonable opportunity to have a member of the Grievance Committee or steward present at any act of suspension.

Section 2. Sick Leave

All employees shall earn sick leave at the rate of one (1) day a month. Employees shall accumulate sick leave days not to exceed one hundred-fifty (150) days, even though the other City employees may be granted longer accumulation. Sick leave shall not be granted during the probationary period, but twelve (12) days shall be posted to the employee's credit when he/she has completed his/her probationary period. Sick leave will be granted in case of personal illness of an employee or when he/she is required to attend a member of his/her immediate family who is ill or incapacitated. Employees shall lose one day of sick leave for one duty day.

- A. The immediate family shall mean: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, grandmother and grandfather, or any person permanently living in the employee's household, supported by the employee.
- B.
 - 1. When a member of the department is placed off duty or on leave, or calls the Department advising that he/she will be off duty or on leave, he/she shall be expected to conduct himself/herself in a manner consistent with his/her inability to perform his/her duty with the Pontiac Fire Department.
 - 2. An employee initially absent for twenty-four (24) hours without call in to his/her department office may be considered to have resigned (absent without leave).
- C.
 - 1. On or after January 1, 1980, employees retiring under the Pension System shall receive from the City 50% of their accumulated sick leave as shown on the records in the Personnel Office. It is under-

stood that no employee can accumulate more than one hundred fifty (150) days of sick leave in their primary bank. The maximum payment can never exceed seventy-five (75) days under this provision.

2. The worth of a sick day upon retirement shall be 1/10 of the bi-weekly salary.

D. The City of Pontiac will abide by the guidelines of the Family and Medical Leave Act of 1993. All leaves under the contract shall be counted toward the employee's entitlement under the Family and Medical Leave Act.

Section 3. Secondary Sick Leave Bank

A. Effective January 1, 1980, the increased maximum allowable accumulation in the primary sick leave bank is one hundred fifty (150) days. Where applicable, appropriate adjustments will be made to the primary bank from the secondary bank.

B. Any employee having accumulated the maximum allowable number of sick days as provided for in Article VI, Section 2, entitled "Sick Leave," and hereinafter called the "primary banks," shall be entitled to all rights and benefits provided for said primary bank. Additionally, an employee having so qualified shall be allowed to accrue sick leave days in an account hereinafter called the "secondary bank". Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:

1. Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.

2. Sick leave accrued in the secondary bank shall have a monetary value of 25% of their accumulated sick leave as shown on the records in the Personnel Department at the time of retirement. The worth of a secondary sick leave day upon retirement shall be 1/10 of the biweekly salary.

3. The secondary bank shall be used to provide compensation for verified absences due to illness.

4. The secondary bank shall be considered exhausted upon an employee's separation from the services of the City.

5. This provision shall take effect as of the signing of the revised collective bargaining agreement for 1984 and shall be retroactive to July 1, 1984.

Section 4. Death Leave

Up to five calendar days leave with pay shall be granted to an employee in the case of death of a member of his/her immediate family, as heretofore defined in Article VI, Section 2, A (death leave will not be taken from accrued sick days.)

Section 5. Leaves of Absence

- A. Members of the Union appointed or elected to full time positions with the Michigan State Fire Fighters Union, or the International Association of Fire Fighters shall, at the written request of the Union, receive leaves of absence for periods of not to exceed two (2) years, or the term of office, whichever is shorter, and upon their return shall be re-employed at work to that which they did last prior to the leave of absence. This leave of absence can be renewed after two (2) years upon written request by the Union providing the employee is still holding this position. All leave of absence time will be counted toward seniority and service credit. An employee on leave under this section will be allowed to remain in the City's health and life insurance programs and the City's Retirement System upon the employee's payment of the full premiums and retirement contributions, including the City's share.
- B. The President of this Local shall be granted reasonable time off to attend meetings of which Local #376 is an affiliate.
- C. Up to two (2) Union officers shall be granted reasonable time off, with the permission of the Chief or his designated representative, to tend to State business of the Fire Fighters Union. Two delegates from the bargaining unit shall be allowed to go to the International Fire Fighters Convention and four delegates from the bargaining unit shall be allowed to go to State Fire Fighters Convention.

Section 6. Injury Compensation

- A. An employee sustaining a compensable injury shall, in addition to the payments specified in the Workers' Compensation law, receive from the City the difference between his/her regular wages and the compensation paid under State law until he/she returns to duty or receives a disability annuity.
- B. An employee with seniority, who is on duty-incurred injury leave, shall accumulate time toward seniority for pay, sick leave, and vacation purposes. Any probationary employee who is on duty-incurred injury leave shall accumulate time toward seniority; time for pay, sick leave and vacation purposes shall be earned during duty-incurred injury leave, however, these benefits will not accrue until completion of the probationary period. When granted, pay increments will be retroactive to the time the probationary period would have ended had there been no injury leave.
- C. An employee who is of retirement age and who incurs a disability resulting from an act of duty of a character compensable under the Workers' Compensation law, shall have the right to use his/her accumulated vacation and/or sick leave pay before the Pension Board acts on his/her pension.

Section 7. Disability Annuity

- A. Any salary or other form of compensation received by the member during disability from public funds, or any payments under Workers' Compensation

laws of the State of Michigan or ordinances of the City shall not be applied to reduce the amounts accruing on the annuity to which the employee is entitled pursuant to Section 8 of the Firemen's Retirement System.

1. The City will continue to be responsible for all medical expenses directly connected to the disability.
 2. A member off on duty disability/Workers' Compensation will apply to Pension Board for disability retirement once every six (6) months. Final recommendation shall be made by the Pension Board Medical Director. If the employee is subsequently found medically able to return to work, the employee shall be returned to active duty.
 3. A member shall continue to receive Workers' Compensation while on pension subject to redemption or rehabilitation.
- B. The non-service connected disability of an employee pursuant to Section 9 of the Firemen's Retirement System shall not be reduced by any amounts received by the employee from public funds as salary or other form of compensation during disability.
- C. No employee on disability pursuant to Section 8 and 9 of the Firemen's Retirement System, shall receive compensation from public funds in an amount greater than the base salary of an actively employed Fire Fighter of the employee's same rank or classification.
- D. In the event that an employee returns to active duty from a disability annuity and is subsequently placed on disability annuity or non-disability retirement, he/she will be credited but not paid for the amount of accumulated vacation and/or sick leave pay at the time of the first disability annuity for the purpose of computing "final average salary". Provided, however, that the aggregate amount of accumulated vacation and/or sick leave pay at the time of any disability of annuity and/or retirement may not exceed the current limitation upon such accumulation of vacation and/or sick leave pay.

Section 8. Holidays

As many employees as possible shall be given each holiday off with pay. Any forty (40) hour employee who is required to work a full eight (8) hour shift or any of the paid holidays shall receive regular holiday pay plus one-half (1/2) day vacation credit. If the holiday falls on their regular day off, they shall be paid for an additional day. When a holiday is observed officially on two consecutive days (as Sunday or Monday), either day (but not both) shall be considered the holiday.

- A. The following shall be construed as paid holidays for the City Fire employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

All National and State general election days

- B. Pay based on 1/10 of bi-weekly earnings will be paid to all fifty point four (50.4) hour employees for the designated holidays.
- C. A lump sum payment for all designated holidays for each calendar year beginning with the first lump sum to be paid between June 1 and June 10 of each year in accordance with the listed holidays as set forth in Section 8A (1987-12 holidays; 1988-13 holidays; 1989-12 holidays; 1990-13 holidays). Should any employee separate from employment with the City for any reason after June 10, of any year, the City shall be reimbursed, from the final pay of such employee, for all holidays paid for, which have not yet occurred that year. Should any employee separate from employment with the City for any reason before June 10 of any year, he/she shall be paid for all designated holidays that have been celebrated up to the time of his/her separation.
- D. Starting July 1, 1980, the City shall extend the lump sum payment for the actual day of the holidays to cover forty (40) hour employees the same as fifty point four (50.4) hour employees. All bargaining unit members required to work on holidays shall receive an extra 1/10 of bi-weekly pay on their bi-weekly paycheck for each holiday worked providing the employee's duty tour starts on the actual date rather than officially celebrated holiday date.

Section 9. Personal Leave Day

Each eligible seniority employee shall be entitled to one (1) leave day per calendar year, which shall consist of a permissible absence without loss of pay during a twenty-four (24) hour shift for fifty point four (50.4) hour employees and during an eight (8) hour shift for forty (40) hour employees. In order to be eligible for a leave day an employee must notify his/her Battalion Chief, the executive officer, or the Chief of his/her selection at least thirty-six (36) hours in advance. A new employee hired after June 30, of any calendar year, shall not be eligible for leave day benefit during the year of hire. Except in emergency situations, the first member of the bargaining unit to request a specific day for leave under this section shall be granted leave for that day provided the request is submitted thirty-six (36) hours in advance as set forth above. In no event, unless approved by the Chief, shall more than one (1) member of each shift be entitled to such leave on any single day. If an employee has failed to utilize his/her two leave days at the end of the calendar year, the employee shall be paid one-tenth (1/10th) of his/her bi-weekly earnings in lieu of the two leave days. In order to receive this pay both days must be unused. Effective January 1, 1985, a second personal leave day will be granted. It will have no cash value at the end of the calendar year. An employee must use it or lose it in the calendar year. The second Personal Leave Day will be granted only if it does not affect minimum manning.

Section 10. Vacations

Vacation will accrue according to the following chart:

<u>Completed Years of Service</u>	<u>50.4 Hr. Employee</u>	<u>40 Hr. Employee</u>
1 Year	6 days	<u>15 days</u>
5 Years	9 days	<u>20 days</u>
10 Years	12 days	<u>25 days</u>
20 Years	13 days	<u>30 days</u>

- A. Senior employees shall have first choice in selecting their vacation not to exceed two (2) weeks. Reverse procedure shall be used by allowing lower seniority employees to select second vacation after all first vacations are selected. Excluding officers, vacations shall be picked on a platoon/shift basis.
- B. All employees shall have earned vacation according to years of service on his/her anniversary date.
- C. Employees will be permitted to bank one (1) year vacation in addition to their current year accrual. Vacation leave requests and approvals will continue under present practice. Employees accruing more than two (2) years vacation leave will automatically receive pay for all vacation leave in excess of two (2) years leave on December 31 of each year on the basis of one-tenth (1/10) the bi-weekly pay for each affected employee.
- D. Effective November 12, 1993, employees must request vacation leave forty-eight (48) hours in advance to their Battalion Chief. This notice must be given in writing unless the Battalion Chief chooses to accept oral notice. Battalion Chiefs may waive the forty-eight (48) hour advance notice requirement in an emergency when he/she believes circumstances so warrant. Said emergency must be documented in writing when the employee returns to work.

Section 11. Hours

- A. Subject to the provisions of this Agreement and the parties' supplemental agreements, the average weekly work schedule of employees will be 50.4 hours. A work day will consist of one twenty-four (24) consecutive hour period. The Employer will establish work schedules.
- B. The standard duty week for staff personnel shall be forty (40) hours, five (5) days a week unless authorized otherwise by the Fire Chief.
- C. Overtime: Subject to the provisions of this Agreement and the parties' supplemental agreements, overtime is authorized time worked in excess of their scheduled tour of duty, i.e., 24, or 8 hour day, beginning with the starting time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs and time in excess of fifty point four (50.4) average hours per week for fifty point four (50.4) average hour employees and forty (40) hours per week for forty (40) hour employees. Overtime payment begins at 8:00 a.m. and ends when the employee arrives back at the station and is relieved

from duty. Authorized vacation, sick leave and holidays shall be considered as time worked provided that this provision does not apply to FLSA and Act 604 payments. Employees shall work overtime when necessary and overtime on any job shall be allocated as equally as possible among all employees qualified to do the work.

1. Overtime equalization will consist of a single overtime list, per shift, initially arranged by seniority.

Overtime call-in will be based on the number of overtime hours worked with the low person receiving an overtime call-in, followed by the next low person, etc. At the end of each calendar year, all employees on the overtime list will begin at zero with the lowest person on the old cumulative overtime list being the first person on the new overtime list followed by the next low person, etc.

City and Union agree to establish a subcommittee to negotiate the details of the new overtime agreement that will represent increased equity for all employees and cost savings for the City.

Overtime equalization will become effective upon the date details of this provision are completed. The City and Union agree to complete negotiations on this provision within thirty (30) days after full ratification of the agreement. All agreed upon terms shall be incorporated into a supplemental agreement.

- D. Call Back Time: Employees called back outside of their regular hours shall be paid overtime rates for the total time worked with a minimum of three (3) hours at time and one-half for each call back. Overtime rates shall be discontinued at the beginning of a regular work day. Where possible, call back time shall be equally distributed among the employees of the Department.
- E. All hourly rates for overtime and call back time shall be based on a forty (40) hour week.
- F. One sick and/or personal leave day will count as time worked during a person's cycle for overtime pursuant to State Act 604.

Section 12. Trading Time

- A. Members may exchange up to four (4) duty days per calendar month within the department under the following conditions:
 1. Inter-unit trading is permissible.
 2. Time due shall be paid back on demand of the member having time coming.

3. Forty-eight (48) hours notice shall be given to the member owing time.
4. If in the judgment of the Officer in Charge, any change of time by members works as a detriment to the Fire Department, they may refuse to grant permission of the change.
5. Any member who is scheduled to work for another and does not show up will be subject to disciplinary action.
6. All members desiring to trade time must obtain from the Company Commander (Captain) a form which provides the necessary information. This form will be made out in triplicate at least twenty-four (24) hours in advance of the trade, except that the Battalion Chief on the platoon may grant permission on less than twenty-four (24) hour notice if adequate reason is given why the trade could not be granted earlier. One copy of the form will be kept on file with the Company Commander, one sent to Fire Headquarters, and one (fully signed) will be sent to the person who is going to perform the duty.
7. The member working shall report for duty in a condition to be able to perform the duties as prescribed by the Officer in Charge.
8. When any member demands to be paid back by getting any of the holidays changed for a regular day, it shall be only by mutual agreement with substitute.
9. Engineers will be required to trade time with full-time engineers whenever possible. If this cannot be arranged, they may trade time with relief engineers whose names are listed on the Civil Service eligible list for engineers or such other persons as the Battalion Chief shall designate. In the event of the latter, they must have the consent of the Officer in Charge of the station for whom he/she will drive.
10. Battalion Chiefs will be allowed to trade time with Battalion Chiefs or Captains.
11. Captains will be allowed to trade time with Battalion Chiefs, Captains, or Lieutenants.
12. Lieutenants will be allowed to trade time with Captains or Lieutenants, or persons on the promotional list for Lieutenant.

These rules shall be subject to change as conditions warrant.

- B. Short-time trading: In the event of short duration changes, the member taking the time off will not be allowed to return to duty during the twenty-four (24) hour period unless it is for educational purposes as specified in Section 12C. Any period from 1 to 14 hours is to be considered a short-time trade. Short-time trade is not to exceed 14 hours at any one time. Employees may trade four (4) short changes in a calendar month.

1. Request for short-time trade shall be made before 9:00 a.m. on the day the trade is to be made.
 2. Member who is working shall report to Company Commander. Member being relieved cannot leave without permission of Company Commander.
 3. Accumulated short-time in the amounts of twenty-four (24) may be paid back to the member who has the time coming if he/she requests it.
 4. Qualifications for short-time trading will be the same as for full-time trading.
- C. Short-time trading for educational purposes: Employees who wish to short-time trade for purposes of attending school will:
1. Make written request to Chief of Department stating:
 - a. School attending and name of course
 - b. Length of course
 - c. Length of time required for daily attendance
 2. Request for short-time trading for education will be used for this purpose only. An employee may return to duty whenever short-time trading is used for educational purposes.
 3. Short-time trading rules will also apply as specified in the Working Agreement under Section 12. B entitled "Short-time Trading".
 4. Any violations of these conditions will result in suspension of any employee's rights to short-time trading for educational purposes.
- D. Full-time trading: No more than four (4) consecutive duty days shall be traded at one time in a twelve (12) month period. An employee may owe no more than five (5) days.
- E. Upon proof of any kind of misuse with regard to trading of time, either full-time or short-time, the Chief of the Fire Department has the right to revoke the privilege of trading of time either full or short-time of that individual. When an employee is scheduled to work in a trading time situation, and he/she reports sick, he/she will not be considered as having worked that day and shall still owe the time to the City, and the Chief can order him/her to perform an extra duty day, but the employee owing the City the time will not be required to pay back the time on a day that falls before or after his/her regularly scheduled duty day, unless an emergency is declared by the Chief.
- F. Trading time for employees on unpaid sick leave:
1. Employees will be permitted to "Trade Time" (work in place of) with employees who are on unpaid sick leave. Such trading of time will be permitted without limit. In the event the employee who benefited from the trading of time does not pay it back within twelve (12) months, the City shall be saved harmless by paying one dollar per day worked to each employee who traded time (worked in) for the benefiting employee over the twelve (12) month period.

2. Employees trading time under this agreement will be required to indicate their intentions in writing to the Fire Chief who will verify the status of the benefiting employee before the trading of time takes place. Such employees will also be required to acknowledge the "save harmless clause" provided the City in this agreement.

G. Tuition Reimbursement:

1. Any bargaining unit employee who receives approval from the Fire Chief to be reimbursed the cost of tuition for taking a Fire Science course at a recognized college or university will be reimbursed for the cost of tuition upon presentation of a certificate or record showing satisfactory completion of the course.
2. The tuition reimbursement program will be funded at a minimum of two thousand (2,000) dollars.

Section 13. Voting

Employees will receive time off from work to vote on Election Day.

Section 14. Relief Periods

Forty (40) hour employees will receive fifteen (15) minutes in each half of the day's work for relief periods. Relief periods shall not be combined with starting or closing hours unless requested by employee and shall be taken so as not to conflict with departmental operations.

Section 15. Furnishing Supplies

- A. When there are gloves used by employees the City will furnish them. Gloves will be furnished without charge upon request and upon trade-in of an unserviceable pair. Any special supplies such as protective innersoles for boots, or equipment needed for safety measures shall be furnished by the City.
- B. Uniforms: Effective July 1, 1984, uniforms will be furnished by the City on an odd and even year basis. Three (3) uniforms per year will be issued by July 1 of the odd numbered years. Two (2) uniforms will be issued by July 1 of even numbered years.
- C. Damaged uniforms will be repaired or replaced as needed at the discretion of the Station Captain at the expense of the City.
- D. Rubber goods and dress uniforms shall be furnished by the City as needed.

Section 16. Longevity

The longevity program will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a 2% payment.
- B. Those employees who have completed ten (10) years service but less than fifteen (15) years service will receive a 4% payment.

- C. Those employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Those employees who have completed twenty (20) years service but less than twenty-five (25) years service will receive an 8% payment.
- E. Those employees who have completed twenty-five (25) years service will receive a 10% payment.
- F. Such longevity payments will be made annually by November 10th of each year.
- G. Employees who have completed their 5th, 10th, 15th, 20th, or 25th year after January 1, of any year, will have their longevity payment calculated without proration on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. Such employee shall receive longevity payments computed on his/her straight time earnings up to his/her actual base rate. Longevity payments will be computed on the year beginning with the first pay period following the end of the last pay period in October and ending at the close of the last pay period in October next.
- I. Employees not on the payroll at the time the longevity payment is made, unless on injury or sick leave, will not be eligible for longevity pay for that year.
- J. Effective January 1, 1969, employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement.
- K. Effective January 1, 1969, the survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.
- L. Employees off work due to duty-incurred injury will receive longevity payments based on their actual base rate regardless of the amount of wages earned during the year of payment. No employee, however, shall receive longevity under the provision unless he/she shall have worked for the City or received at least part of the one hundred fifty (150) day compensable injury benefit, or utilized sick leave days during the year of such longevity payment.

Section 17. Uniform Cleaning and Maintenance Allowance

Effective December 1, 1989, and each December 1 thereafter, during the duration of the Agreement, members of the bargaining unit will receive a reimbursement allowance of \$350.00 for the costs of maintaining and cleaning required uniforms during the preceding 12 month period (December 1 to December 1). To be eligible for the allowance the employee must be on the payroll as of December 1, of the year in which payment is to be made; provided that, if the employee resigns or retires prior to December 1 the employee will receive a pro rata allowance. In the event the employee was not actively working during the preceding full 12 month period (e.g., the employee was a new hire or the

employee was on layoff, unpaid leave of absence, Workers' Compensation, etc.), the allowance will be computed and paid on a pro rata basis. The reimbursement allowance shall not be included in the computation of the employee's final average compensation for pension purposes.

Section 18. Insurance

- A. The City shall provide to all Fire Fighters full paid M.V.F.-1. Master Medical Blue Cross-Blue Shield health insurance including the two (2) dollar deductible prescription drug rider or other carrier with comparable coverage.

Effective thirty (30) days after ratification, the prescription drug rider will be five (5) dollars. Only Blue Cross-Blue Shield traditional and Blue Cross Preferred (PPO) shall be affected by the July 1, 1995 increase in drug rider. Individuals retiring after July 1, 1995 shall also be affected by this provision.

1. Any dispute involving the question of comparability of coverage will be subject to immediate arbitration by an arbitrator who is an Insurance Actuary, mutually selected.
2. The City shall provide all retiring Fire Fighters and their spouses the above described health insurance coverage. Effective March 1, 1985, the City will provide to each member the following Blue Cross-Blue Shield riders necessary for reciprocity: ML, VST and FAE/RC and for members who retire after March 1, 1985.
3. The City will provide Blue Cross for retirees to cover family and minor children effective January 1, 1985.
4. Effective July 1, 1997, individuals shall pay \$200 deductible; families shall pay \$400 deductibles. Only Blue Cross/Blue Shield traditional and Blue Cross Preferred (PPO) shall be affected by the July 1, 1997 increase in deductibles. Individuals retiring after July 1, 1995 shall also be affected by this provision.
5. Effective thirty (30) days after ratification, employees shall submit to mandatory second opinions for elective surgery. Individuals retiring after July 1, 1995 shall also be affected by this provision.
6. Effective July 1, 1995, new employees shall be eligible to receive health insurance benefits after 60 days of employment with the City.

- B. Effective July 1, 1984, the City shall provide to all Fire Fighters full paid double indemnity Aetna Life Insurance, or other carrier with comparable coverage, the amount of which will be forty thousand (\$40,000) dollars. Effective July 1, 1984, and for employees retired after July 1, 1984, the life insurance will be \$20,000.

1. Any dispute involving the question of comparability of coverage will be subject to immediate arbitration by an Arbitrator who is an Insurance Actuary, mutually selected. In the event that the parties are unable to select an Insurance Actuary, either party may apply to the Federal Mediation and Conciliation Service for a list of arbitrators. The fees and expenses of the Insurance Actuary or Arbitrator shall be paid equally by the parties.

- C. The City will provide a Delta Dental Plan of Michigan, or other carrier with comparable benefits, for full time Fire Fighters, spouses and dependent children under 19 years of age with coverage of 100% of preventive and diagnostic dental care and 70% of Class I and Class II types of dental care with a maximum payment of \$800 per family member per year.

Effective December 1, 1993, the City will provide to all full time Fire Fighters, spouses and dependent children, orthodontic benefits of fifty (50%) percent of all treatment costs with a life time maximum of \$1,800.00 for each covered individual.

- D. Effective July 1, 1983, the City will pay full dental premiums for employees (their spouses and dependent children) who retire after January 1, 1981.

- E. Effective July 1, 1984, the City will pay up to \$100 insurance premium annually for an optical and hearing program for employees, spouses and dependent children, and for persons retiring after July 1, 1984. The employees will be responsible for all amounts over \$100.00.

- F. Any dispute involving the question of comparability of coverage will be subject to arbitration by a mutually selected arbitrator who is an Insurance Actuary. In the event that the parties are unable to select an Insurance Actuary, either party may apply to the Federal Mediation and Conciliation Service for a list of arbitrators. The parties may mutually agree to one of the arbitrators on the list.

In the event an agreement cannot be reached, each party will assign a number to each arbitrator listed (1-7), in order of preference and forward the list to the FMCS. The FMCS will make the selection accordingly. Fees and expenses of the arbitrator shall be paid equally by the Union and the City of Pontiac.

Section 19. Housekeeping Duties

- A. Employees may be required to wash walls annually in the fire stations. Employees may be required to perform carpentry, plumbing or electrical duties which are not of a heavy maintenance nature and which would not normally require the service of a journeyman carpenter, plumber or electrician. Employees may be required to perform any inside painting duties at the fire station. Employees may be required to water the grass, clean up the grounds and remove snow left on the driveways by the snow removal trucks and remove snow in emergencies. Fire Fighters shall be required to wash all fire station windows once a month, provided that only inside windows shall be washed from January through March of each year. Housekeeping chores will not be assigned as a means to punish or discipline employees.

Section 20. Mutual Aid

- A. Should it become necessary to call other governmental agencies, joined by mutual aid pacts, for assistance, by the Chief's order, off duty employees sufficient in number to meet the circumstances will be called to duty. When those employees are on duty the assisting governmental agency personnel will be relieved from duty in the City. This does not preclude the City from retaining these personnel if the circumstances should be beyond the means of City personnel.
- B. Employees responding to calls from other governmental units, covered by mutual aid pacts, will receive pay at the rate of time and one-half beginning at the time the employees leave the legal boundaries of Pontiac and ending at the time the employees re-enter those boundaries. Overtime pay will be computed to the nearest one-half hour. Should it occur that an employee is on duty on an overtime basis, no additional compensation will be paid.
- C. No Pontiac firefighter shall be required to respond to another community under any Mutual Aid Pact, if the requested response is related to Pontiac firefighters being used as strikebreakers, or the use of firefighters to supplement manpower in a community which can no longer maintain adequate mutual aid response. The maintenance of adequate mutual aid response will be as determined by the governing body of the mutual aid pact.
- D. Prior to the approval of an application submitted by a community to an existing mutual aid pact, or a mutual aid pact made independently with another community, the Union President, or his designated representative, will be notified in writing by the Chief of the Fire Department.
- E. The Pontiac Fire Department may have Mutual Aid with anyone qualified to belong to Oakway.

Section 21. Personal Appearance

A smart appearance is fundamental to the image of the professional fighter. This appearance should be exemplified in each member of the Department through conformance to standards of personal appearance as follows:

- A. Members are restricted from growing beards of any description, including goatees. Neatly trimmed mustaches are allowed.
- B. Hair styles, which will interfere with the proper placement of the uniform cap or helmet on the head, or that which would interfere with the proper sealing of face pieces or masks, are prohibited. Hair must be uniformly trimmed at the temples and at the nape of the neck.
- C. Sideburns shall not extend below the bottom of the ear. No "mutton chops" are allowed.

Section 22. EMS Provisions

A. Requirements for applicant to be a Pontiac Fire Department Paramedic:

1. Must have a valid Michigan State Advanced EMT License.
2. Future appointments will be made from a list of Firefighters established by taking the total overall scores. The total overall scores will include the clinical, State test and average school rating combined to give such score. These totals combined will place the Paramedic in his/her proper position on the list.
3. AEMT's assigned pursuant to Article VI, Section 22, Subsection 7, shall receive the full rate of pay of the next higher rank or classification. Those holding licenses but not assigned as set forth above shall not receive this differential.
4. Any Advanced EMTs, who enter after the starting twelve (12), may, after three (3) years, give six months' notice to remove themselves from the program. However, no more than twenty percent (20%) in order of Department seniority may leave in a 12-month period without cause. Any Advanced EMS personnel may be removed by the Chief with just cause.
5. EMS Coordinator:
 - (a) Past or present Paramedic
 - (b) Minimum five years seniority
 - (c) Pass a written Civil Service Test
 - (d) Working hours to be 8 hours per day (Monday through Friday)
 - (e) Training Officer pay
6. All training and licensing costs associated with maintenance of Advanced EMT licensing requirements will be paid by the City for all persons actively assigned to the EMS program, subject to prior approval of the Chief. If an employee is required to attend training on an off-duty day, he/she shall be paid call-in time pay, as per contract.
7. Each rescue truck in service will have four (4) Advanced EMT personnel per shift as long as minimum manning is in effect. The minimum staffing per vehicle will be three (3) personnel of which at least two (2) will be Advanced EMTs.

Section 23. Performance Evaluations

Employees will be evaluated on their performance at least once a year, normally during the period of January 1 through March 31, of any year. Completed Performance Evaluation Forms are to be placed in the official Personnel files located in the Personnel Department and will not be used for discipline or promotional purpose.

ARTICLE VII - PENSION PLAN

Section 1. Pension

- A. Effective January 1, 1984, any member having at least twenty-five (25) years of credited service may retire on a service retirement annuity, at the member's option.
- B. Effective July 1, 1984, vesting will be ten (10) years of service payable at age 50, or after 25 years of service. Upon retirement from service, a member shall receive an annuity calculated in the following manner: for the first twenty (20) years of service, three (3) percent of final average salary for each year of service. For the next five (5) years of service, two (2) percent of final average salary for each year of service. For the next five (5) years of service, one (1) percent of final average salary for each year of service. Subject to a maximum of seventy-five (75) percent of final average salary. A fractional period of service of less than a full year shall be considered in the calculation of the annuity.
- C. Final average salary shall include: base salary, COLA, longevity, lump sum holiday pay, Act 604 overtime and lump sum vacation and primary sick bank payment at time of retirement in accordance with Article VI, Section 2, Paragraph C. 1 and 2.
- D. The amortization period for pension funding will be for forty (40) years effective July 1, 1984.

Section 2. Pension Adjustment

- A. Fire fighters retiring on or after January 1, 1972 shall receive each year a sum equal to 2% of their respective annual retirement, non-cumulative, for a period of ten (10) years.
- B. Employees retiring after January 1, 1977 shall receive annually 2% of their base retirement rate. Such sum shall be cumulative for a maximum of ten (10) years. Maximum cost of living total after ten (10) years would be 20% of the retiree's original base rate. Such sum shall be paid annually thereafter. Example, 1st year 2%, 4th year 8%, 10th year 20%, 14th year, 20%.
- C. Employees retiring on or after January 1, 1985 shall receive an annual two percent (2%) of their base retirement cumulative for eighteen (18) years for a maximum of thirty-six percent (36%). Effective December 31, 1987, employees retiring on or after January 1, 1985 shall receive an annual two percent (2%) of their base retirement cumulative for twenty-five (25) years for a maximum of fifty percent (50%).
- D. Effective July 1, 1984, Pension Fund will pay the General Fund provision for the retiree improvement factor.

Section 3. Surviving Spouse

Effective January 1, 1985, the Non-Service Connected Death benefit will be as follows:

Provided a member has acquired three (3) years of credited service

upon the death of a member resulting from any cause other than an act of duty, (a) while a member is in service; (b) on sick leave with salary; (c) on an approved leave of absence extending not more than six (6) months continuously; (d) while in receipt of a service or non-service connected disability annuity; or, (e) after withdrawal from service with at least ten (10) years of credited service, the member's surviving spouse shall be entitled to an annuity. The annuity shall be equal to 30% of final average salary, increased one percentage point for each year of credited service above three (3) years, up to a maximum amount equal to 50% of final average salary.

If minor children (as defined herein) under age of eighteen (18), survive the member, the spouse shall receive, on account of each such minor child, an additional 10% of the member's final average salary. The combined payment to a spouse and children shall in no event exceed 60% of such final average salary. If no spouse survives, or if the spouse remarries before all eligible children have attained age eighteen (18), each minor child under age eighteen (18) shall be entitled to 15% of such member's final average salary subject to a limitation for the combined payments to children equal to 50% of such final average salary. In the event the foregoing limitations are exceeded, payment to the spouse and children shall be pro-rated to conform to the applicable limitations. The annuity to a spouse shall be payable until remarriage of the spouse. Minor children shall be eligible for annuity until their attainment of age eighteen (18), death or marriage, whichever occurs first. Payment to a spouse under this section shall be subject to the following conditions:

The spouse shall have been married to the member prior to the date of retirement, retirement annuity, or non-service connected disability annuity, whichever occurs first and, in any event, while the member was in service.

In addition to the aforesaid annuities, if a member's death occurred while the member was engaged in active service with the City of Pontiac at the time of death, the spouse of the member, or his or her minor children if a spouse does not survive the member, shall be entitled to receive, at the time of death of the member, a payment equal to the member's annual salary as the same shall be in effect at the date of death. Each such child shall be entitled to an equal part of this benefit, and the payment thereof on account of such minor children shall be made to their legally appointed guardian.

Section 4. Pension Plan Trustees

The only Pension Trustees of the Police/Fire Pension System shall be as follows: Mayor, Finance Director, one Trustee elected from the Police Department, one Trustee elected from the Fire Department, and one Trustee at large selected by the Trustees stated above. Total number of Trustees is five (5).

Section 5. Contribution

- A. Effective July 1, 1989, employees in the bargaining unit shall contribute one (1%) percent on all salary and benefit payments included in final

average salary (on the same basis as the City's contributions). Employee's contributions to the pension plan made before July 1, 1989 will be refunded at the time of retirement. An employee may withdraw his/her contributions, made after July 1, 1989, at the time of retirement with an equivalent actuarial reduction in the pension benefits to be received by the employee. The actuarial reduction will be computed by the actuary using the same formula utilized with respect to the Police Unions and approved by the Pension Board.

- B. Effective June 30, 1993, employees in the bargaining unit shall contribute two and one-half (2.5%) percent on all salary and benefit payments included in final average salary (on the same basis as the City's contributions).

Section 6. Open Window - 3 Years Service Credit

Effective January 1, 1985, employees may opt to retire early if they have at least twenty-two (22) years of credited service. Additional service credit will be granted up to a maximum of twenty-five (25) years of credited service. An employee must exercise the option on or before March 30 of the calendar year in which the retirement will take place. Duration of this Agreement, notwithstanding the early out retirement option and program, will expire on December 30, 1989, and will not be a subject of bargaining until after December 30, 1989. Provided, however, that employees who exercise the option on or before March 30, 1989 will be eligible for early out retirement in calendar 1989.

ARTICLE VIII - WAGES

Section 1. Wages

The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2. Wage Scale

<u>7-1-93</u>	<u>- \$1,000 bonus</u>
<u>7-1-94</u>	<u>- \$1,200 bonus</u>
<u>7-1-95</u>	<u>- 3.5% across the board</u>
<u>7-1-96</u>	<u>- 2% across the board</u>
<u>7-1-97</u>	<u>- 4% across the board</u>

The new wage schedules reflecting the above-referenced adjustments are set forth in Appendix A - PFFU Pay Plan.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Posting Notices

The Union shall be permitted to post notices of Union events in designated places on official City bulletin boards in fire stations. Copies of the working agreement shall be supplied to departmental and division supervisors.

Section 2. Deduction of Dues

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union, or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Union, or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member), and the periodic dues and assessments uniformly required of a member or service charge, shall be deemed to meet the conditions of this section.
- D. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article VII of this Agreement, including but not limited to, cost of litigation, attorney fees and judgments, if any.

Section 3. Revision of This Working Agreement

It shall be the intent of the Union and the City to keep this Working Agreement in accord with the best interests of the employees and the City. Should this Agreement not be sufficient to cover a situation, then and in such an event, the "Rules and Regulations of the Pontiac Fire Department" as promulgated in booklet form, entitled "Rules and Regulations of the Pontiac Fire Department" as approved by the Fire Civil Service Commission, shall govern.

The City and/or Department may adopt, amend and enforce reasonable rules and regulations not in conflict with this Agreement.

Section 4. Union Activities

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

Section 5. Other Agreements and Organizations

- A. The City shall not enter into any agreements with its Fire Department employees individually or collectively, or with any other organization which in any way conflicts with provisions herein.

- B. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining rights of this Union.

Section 6. Continuation of Act 78

- A. The reference to Act 78 of Public Acts of 1935 of the State of Michigan which is made in this Working Agreement shall apply only as long as the voters of the City of Pontiac have directed that the Fire Department shall be operated under this Act. In the event they terminate this direction by vote of the people, Act 78 shall not apply and additional sections will be negotiated for this Working Agreement to govern the actions of the parties in hiring, promotions, dismissals and discipline after Act 78 of Public Acts of 1935 is abolished in Pontiac.
- B. In case the above should occur, provisions of Act 78 of Public Acts of 1935 shall continue to apply in the Pontiac Fire Department for a period of six (6) months from day of the vote, during which time negotiations shall take place. An extension of time shall be granted once and for a period not to exceed ninety (90) calendar days if either party requests an extension of time. Additional extensions of time shall be granted by mutual consent of both parties.

Section 7. Maintenance of Conditions

- A. Wages, hours and conditions of employment in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.
- B. **Unilateral Changes Prohibited:** The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement either contrary to the provisions of this Agreement or established past practice, except as permitted under Article IX, Section 9 of this Agreement.
- C. **Relation to Regulations, etc:** This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.
- D. **Manning:** All personnel, including staff personnel and those on sick leave, personal leave, vacation or other leaves, shall be considered and counted as part of each shift complement assigned to actual duty for fire suppression and EMS for each day. In no event will minimum manning fall below twenty-nine (29) fire suppression and EMS line personnel physically present for duty each day. Persons of appropriate rank or classification shall be called in for overtime as necessary.

1. The parties agree that Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Manning in the 1987-1990 contract constitutes full compliance with the requirements of Section 4.504 and 5.205 of the City Charter.
2. The parties' agreement to reduce the average workweek from fifty-six (56) hours to fifty point four (50.4) hours per week is conditioned upon, and shall remain in effect so long as:
 - the City continues to levy, collect and receive the two (2) mills currently authorized in Section 4.504 and 5.205 of the City Charter; and
 - the current EMS-AEMT services are maintained and bargaining unit personnel maintain required certifications and perform the duties of EMS-AEMT's; and
 - the manning level set forth in Article IX - General Provisions, Section 7, Maintenance of Conditions, sub-section D, Manning, set forth in the Act 312 Arbitration Award, remains in full force and effect.

It is specifically understood that in the event any one of the above conditions is discontinued, for any reason, the parties' agreement to reduce the work week to fifty point four (50.40 shall be simultaneously rescinded and members of the unit shall be returned to and work the average fifty-six (56) hours average per week work schedule set forth in Article VI - Working Conditions, Section 11 Hours of the contract dated July 1, 1984 - June 30, 1987 and the minimum manning level set forth in Article IX, General Provisions, Section 7, Maintenance of Conditions, Sub-section D of the contract dated July 1, 1984 - June 30, 1987 shall be reinstated. The salaries including increases as set forth in the current Pay Plan shall remain in effect regardless of whether the average work week is 50.4 hours or 56 hours, i.e., no additional salary or overtime will be paid for the additional hours worked from 50.4 average hours to 56 average hours per week; provided that required overtime payments under state and federal law will be paid.

3. If any proceeding is instituted by any person(s) or entity(ies) in any forum challenging the City's right to levy, collect, and receive the millage as set forth in sub-section B.1 above and/or to maintain the manning level as set forth in sub-section B.3 above, the City reserves the right to return to the fifty-six (56) hour average work week schedule (as set forth in Article VI - Working Conditions, Section 11 Hours of the contract dated July 1, 1984 - June 30, 1987) and the minimum manning level (set forth in Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D of the contract dated July 1, 1984 - June 30, 1987) pending final disposition of the respective rights of the parties by a court or administrative agency of competent jurisdiction from whose decisions no appeal is taken. The salaries including increases as set forth in the current Pay Plan shall remain in effect regardless of whether the average work week is 50.4 or 56 hours, i.e., no additional salary or overtime will

be paid for the additional hours per week; provided that required overtime payments under state and federal law will be paid.

4. During the duration of the Agreement, there will be no layoff of bargaining unit personnel; however, entry-level vacancies created by attrition may or may not be filled at the option of the City.
5. All staff personnel will work a 5 day 8 hour per day shift unless otherwise determined by the Fire Chief. Staff personnel, including Executive Chief, Fire Marshal, EMS Coordinator, Fire Inspectors and Master Mechanic, may be assigned fire suppression duties in accordance with past practice.
6. The 50.4 average work week schedule referenced above will be scheduled as set forth on the attached example.

Section 8. Separability

- A. 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, therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.
- B. Distribution of Agreement. Copies of this Agreement shall be distributed by the City to Fire Department employees.

Section 9. Advance Notice

- A. If workers are to be laid off, a fourteen (14) day notice shall be given of the date when their services shall no longer be required.
- B. The Union shall be given thirty (30) days notice of any proposed changes in any employee classification or change in ranks. Before any changes shall become effective, they shall be negotiated and agreed upon by both parties; however, if said changes cannot be amicably negotiated within fourteen (14) days, the issues may be referred to arbitration by mutual consent of both parties. The expenses of the arbitrator shall be borne equally by the Union and the City, other expenses will be the responsibility of each party.

Section 10. Management's Rights

The direction of the work force, the assigning of duties including but not limited to maintaining order, efficiency, and discipline; in response to alarms, in the extinguishment of fires, in the protection of persons and property, rescue and inspection; in determining the location and number of Fire Companies, numbers and kinds of apparatus and equipment; and the method of use and area to be served are vested in Management. The above rights of management are not all-inclusive but indicate the types of matters or rights which belong to and are inherent to Management.

Section 11. Residency

In accordance with an arbitration award issued April, 1984, effective June 1, 1983, employees hired before June 1, 1983 and residing outside the City of Pontiac, but within the County of Oakland, may continue to reside outside the City of Pontiac but within the County of Oakland. Such employees shall be eligible to apply or bid for any promotions and still reside in Oakland County. Promotions mean all promotions either to rank or position; positions include both rank and non-rank and classifications. Employees hired on and after June 1, 1983 shall become residents of the City of Pontiac within one (1) year after hire and shall remain residents of the City of Pontiac while so employed. Upon a specific finding that the interests of the City and its residents would be best served in a given case by granting relief from this section, 5 members of the City Council, subject to the Mayoral veto contained in Section 3.112 (f), may grant appropriate relief.

Section 12. Terms of Agreement

This Agreement shall remain in full force and effect from July 1, 1993 through June 30, 1998, and it shall be extended automatically thereafter on a daily basis until a new contract is negotiated or ordered.

Section 13. Agreement Renewal

- A. Negotiations for changes of this Agreement shall, if either party requests it, commence 90 days prior to the termination of the collective bargaining agreement.
- B. The terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

Section 14. Definitions

- A. Department Head - Chief of Fire Department
- B. Senior Employee - Most years in Fire Department, if Fire Fighter, otherwise years in rank.
- C. Executive Board - Elected members of Fire Fighter's Union, which include President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, and three (3) Trustees.
- D. Grievance Committee - Four members appointed by President to handle all grievances within Fire Department. President of Union, due to his/her position, is on all committees.
- E. Steward - A Fire Fighter appointed by President of Union in each station to handle grievances when they first happen in that particular station.
- F. Rank - Lieutenant, Captain, Battalion Chief, Chief.
- G. Classification - Dispatcher, Engineer, Fire Marshal, Fire Inspector, Master Mechanic.

Section 15. Executive Chief

There will be four (4) Battalion Chiefs, one of whom shall be the Executive Chief.

Section 16. Dispatch Task Force

City and Union agree to establish a task force that will study the impact of returning PFFU employees to dispatch in the Pontiac Fire Department. The task force shall conclude its findings by December 31, 1995.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this
8th day of September, 1995.

PONTIAC FIRE FIGHTERS UNION

By Anthony H. Krepps
Anthony H. Krepps, President

By David Desrochers
David Desrochers, Vice President

CITY OF PONTIAC
A Michigan Municipal Corporation

By Elick Shorter
Elick Shorter, Mayor

By Mary W. Williams
Mary Williams, City Clerk

By Michael Kyritsis
Michael Kyritsis
Labor Relations Administrator

By Alma Bradley
Alma Bradley
Executive Assistant to Mayor

By Cynthia Walker
Cynthia Walker
City Attorney

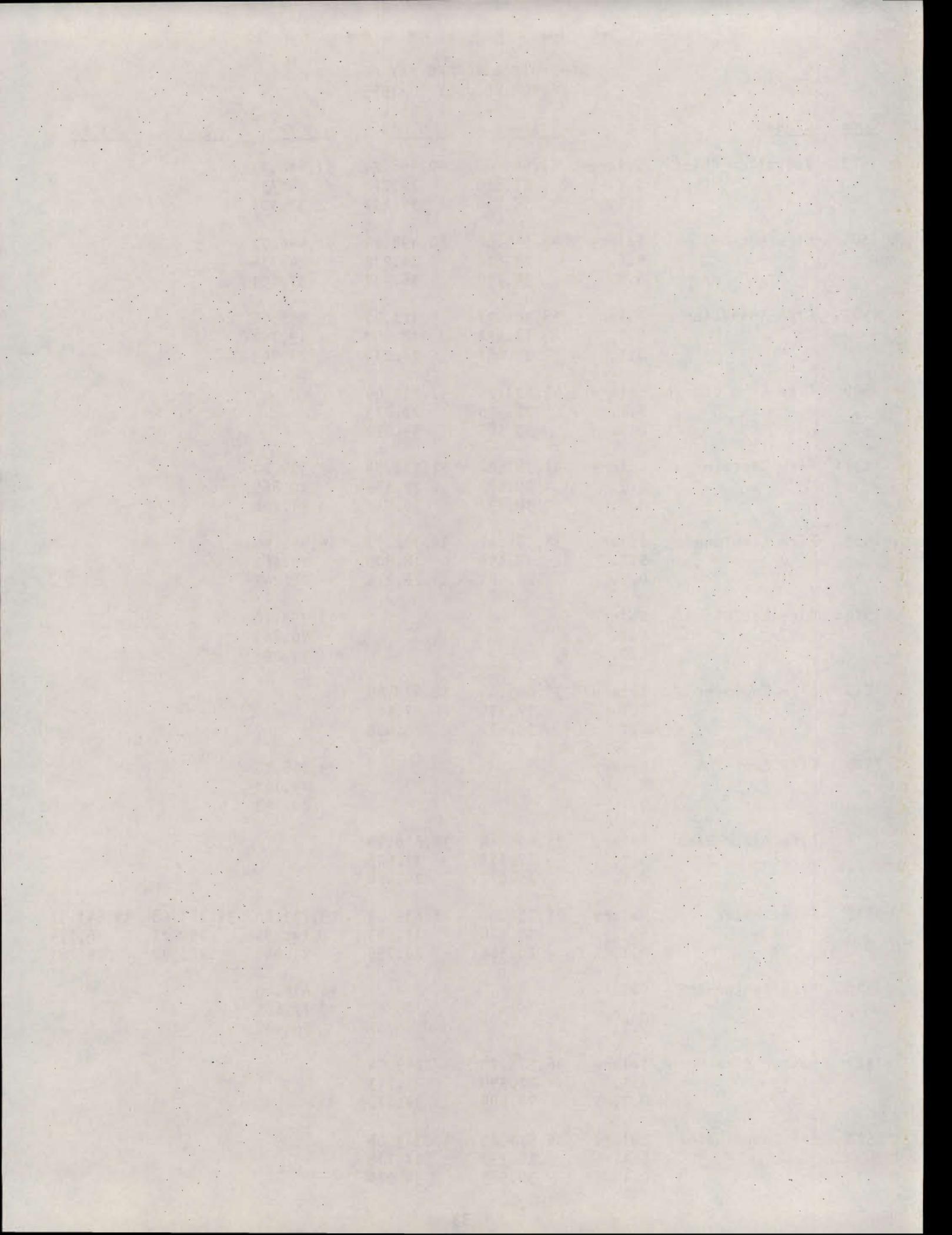
By Hymie K. Dahya
Hymie Dahya
Finance Director

By James Miriani
James Miriani
Finance Consultant

By San Juana Lopez
San Juana Lopez
Executive Assistant

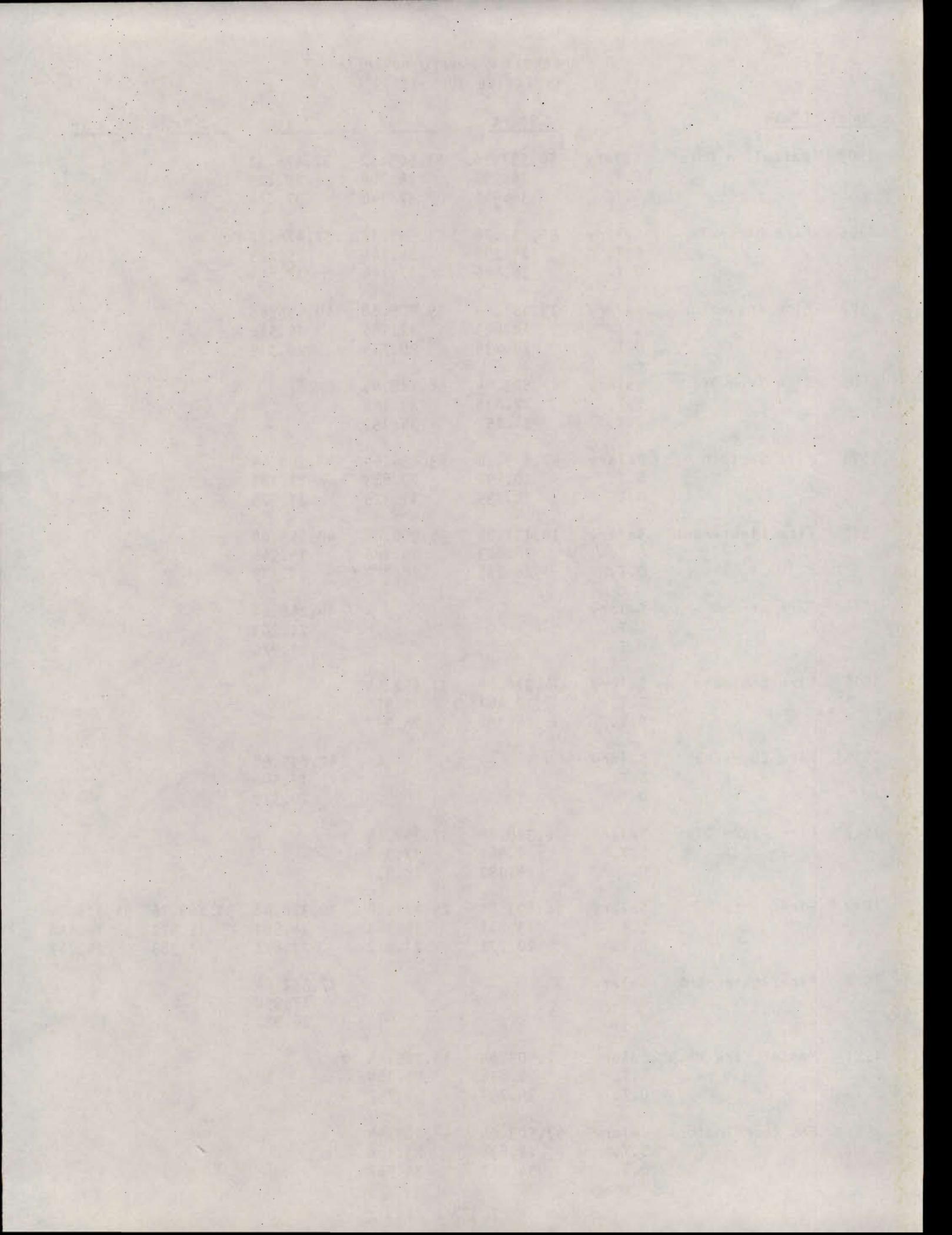
APPENDIX A - PFFU PAY PLAN
EFFECTIVE JULY 1, 1995

<u>Code</u>	<u>Class</u>		<u>Start</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>
1503	Battalion Chief	Salary	49,545.60	50,498.24	51,446.72		
		S.T.	23.820	24.278	24.734		
		O.T.	35.730	36.417	37.101		
1505	Fire Marshal	Salary	49,545.60	50,498.24	51,446.72		
		S.T.	23.820	24.278	24.734		
		O.T.	35.730	36.417	37.101		
1507	Fire Inspector	Salary	38,384.32	39,122.72	39,856.96		
		S.T.	18.454	18.809	19.162		
		O.T.	27.681	28.214	28.743		
1509	Fire Trng Ofc	Salary	46,571.20	47,243.04			
		S.T.	22.390	22.713			
		O.T.	33.585	34.070			
1511	Fire Captain	Salary	41,783.04	42,583.84	43,399.20		
		S.T.	20.088	20.473	20.865		
		O.T.	30.132	30.710	31.298		
1513	Fire Lieutenant	Salary	38,384.32	39,122.72	39,856.96		
		S.T.	18.454	18.809	19.162		
		O.T.	27.681	28.214	28.743		
1514	Fire Lt-EMS	Salary			43,399.20		
		S.T.			20.865		
		O.T.			31.298		
1515	Fire Engineer	Salary	35,605.44	36,618.40			
		S.T.	17.118	17.605			
		O.T.	25.677	26.408			
1516	Fire Engr-EMS	Salary			39,856.96		
		S.T.			19.162		
		O.T.			28.743		
1517	Fire Alarm Disp	Salary	35,605.44	36,618.40			
		S.T.	17.118	17.605			
		O.T.	25.677	26.408			
1519	Firefighter	Salary	28,238.08	28,835.04	29,733.60	31,243.68	33,641.92
		S.T.	13.576	13.863	14.295	15.021	16.174
		O.T.	20.364	20.795	21.443	22.532	24.261
1520	Firefighter-EMS	Salary			36,618.40		
		S.T.			17.605		
		O.T.			26.408		
1521	Master Fire Mech	Salary	46,571.20	47,243.04			
		S.T.	22.390	22.713			
		O.T.	30.585	34.070			
1522	EMS Coordinator	Salary	46,571.20	47,243.04			
		S.T.	22.390	22.713			
		O.T.	30.585	34.070			



APPENDIX A - PFFU PAY PLAN
EFFECTIVE JULY 1, 1996

<u>Code</u>	<u>Class</u>		<u>Start</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>
1503	Battalion Chief	Salary	50,537.76	51,509.12	52,476.32		
		S.T.	24.297	24.764	25.229		
		O.T.	36.446	37.146	37.844		
1505	Fire Marshal	Salary	50,537.76	51,509.12	52,476.32		
		S.T.	24.297	24.764	25.229		
		O.T.	36.446	37.146	37.844		
1507	Fire Inspector	Salary	39,151.84	39,906.88	40,655.68		
		S.T.	18.823	19.186	19.546		
		O.T.	28.235	28.779	29.319		
1509	Fire Trng Ofc	Salary	47,503.04	48,189.44			
		S.T.	22.838	23.168			
		O.T.	34.257	34.752			
1511	Fire Captain	Salary	42,619.20	43,436.64	44,268.64		
		S.T.	20.490	20.883	21.283		
		O.T.	30.735	31.325	31.925		
1513	Fire Lieutenant	Salary	39,151.84	39,906.88	40,655.68		
		S.T.	18.823	19.186	19.546		
		O.T.	28.235	28.779	29.319		
1514	Fire Lt-EMS	Salary			44,268.64		
		S.T.			21.283		
		O.T.			31.925		
1515	Fire Engineer	Salary	36,318.88	37,352.64			
		S.T.	17.461	17.958			
		O.T.	26.192	26.937			
1516	Fire Engr-EMS	Salary			40,655.68		
		S.T.			19.546		
		O.T.			29.319		
1517	Fire Alarm Disp	Salary	36,318.88	37,352.64			
		S.T.	17.461	17.958			
		O.T.	26.192	26.937			
1519	Firefighter	Salary	28,803.84	29,413.28	30,328.48	31,869.76	34,315.84
		S.T.	13.848	14.141	14.581	15.322	16.498
		O.T.	20.772	21.212	21.872	22.983	24.747
1520	Firefighter-EMS	Salary			37,352.64		
		S.T.			17.958		
		O.T.			26.937		
1521	Master Fire Mech	Salary	47,503.04	48,189.44			
		S.T.	22.838	23.168			
		O.T.	34.257	34.752			
1522	EMS Coordinator	Salary	47,503.04	48,189.44			
		S.T.	22.838	23.168			
		O.T.	34.257	34.752			



APPENDIX A - PFFU PAY PLAN
EFFECTIVE JULY 1, 1997

<u>Code</u>	<u>Class</u>		<u>Start</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>
1503	Battalion Chief	Salary	52,559.52	53,570.40	54,577.12		
		S.T.	25.269	25.755	26.239		
		O.T.	37.904	38.633	39.359		
1505	Fire Marshal	Salary	52,559.52	53,570.40	54,577.12		
		S.T.	25.269	25.755	26.239		
		O.T.	37.904	38.633	39.359		
1507	Fire Inspector	Salary	40,718.08	41,504.32	42,282.24		
		S.T.	19.576	19.954	20.328		
		O.T.	29.364	29.931	30.492		
1509	Fire Trng Ofc	Salary	49,404.16	50,117.60			
		S.T.	23.752	24.095			
		O.T.	35.628	36.143			
1511	Fire Captain	Salary	44,324.80	45,175.52	46,040.80		
		S.T.	21.310	21.719	22.135		
		O.T.	31.965	32.579	33.203		
1513	Fire Lieutenant	Salary	40,718.08	41,504.32	42,282.24		
		S.T.	19.576	19.954	20.328		
		O.T.	29.364	29.931	30.492		
1514	Fire Lt-EMS	Salary			46,040.80		
		S.T.			22.135		
		O.T.			33.203		
1515	Fire Engineer	Salary	37,772.80	38,848.16			
		S.T.	18.160	18.677			
		O.T.	27.240	28.016			
1516	Fire Engr-EMS	Salary			42,282.24		
		S.T.			20.328		
		O.T.			30.492		
1517	Fire Alarm Disp	Salary	37,772.80	38,848.16			
		S.T.	18.160	18.677			
		O.T.	27.240	28.016			
1519	Firefighter	Salary	29,956.16	30,590.56	31,543.20	33,144.80	35,688.64
		S.T.	14.402	14.707	15.165	15.935	17.158
		O.T.	21.603	22.061	22.748	23.903	25.737
1520	Firefighter-EMS	Salary			38,848.16		
		S.T.			18.677		
		O.T.			28.016		
1521	Master Fire Mech	Salary	49,404.16	50,117.60			
		S.T.	23.752	24.095			
		O.T.	35.628	36.143			
1522	EMS Coordinator	Salary	49,404.16	50,117.60			
		S.T.	23.752	24.095			
		O.T.	35.628	36.143			

