

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Statutory Arbitration between:

CITY OF LIVONIA

MERC Act 312 Case No. D99 D-0727

-and-

Arbitrator: Dr. Benjamin Wolkinson

LIVONIA FIRE FIGHTER UNION,
LOCAL No. 1164

ARBITRATION PANEL'S AWARD

Introduction

The Panel hereby enters the following unanimous Award based upon the stipulations of the parties:

1. Change date of Agreement to December 1, 1999 to November 30, 2002.

2. **Article 10, PROMOTIONS**

Modify Section A. as follows:

All promotions below the Classification of Assistant Fire Chief, except for promotions to the position of Training Coordinator, shall be in accordance with the provisions of the Charter of the City of Livonia, Chapter V, Section 16, subsection (h) of the Charter of the City of Livonia which provides as follows with respect to the block system:

* * *

3. **Article 21, TEMPORARY ASSIGNMENTS**

Modify Section A.1. to read as follows:

A. In those cases where temporary assignments are made by the Fire Chief for the purpose of filling a vacancy, such assignments shall be made to the senior Employee who meets the requirements for such jobs. All bargaining unit employees assigned to perform work of a higher

classification shall be paid the minimum rate of the higher classification or one step above his current rate, whichever is greater, retroactive to the first hour worked, provided the total hours worked in the higher classification are in excess of:

1. ~~128~~ hours per workday for 56 hour employees

* * *

4. **Article 24, HOSPITALIZATION - MEDICAL COVERAGE**

Modify Sections A. and B. as follows (and renumber paragraphs accordingly):

- A. The Employer agrees to pay the full premium for hospitalization- medical coverage for permanent full-time Employees, spouses, and dependent children under 19 years of age, as defined in the present plan; the plan to be the Blue Cross/Blue Shield Preferred Plan which includes MVF-1, Master Medical, Option 5, including the HCB and SOCT rider, \$5.00 deductible Blue Cross/Blue Shield Preferred RX Plan. Effective December 1, 1999, the Preferred RX deductible drug prescription rider shall be a \$5.00 co-pay for generic drugs and \$10.00 co-pay for brand name drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "dispensed as written." Individuals eligible for hospitalization-medical coverage as provided herein, but who reside outside of the State of Michigan, may participate in the Blue Cross/Blue Shield, MVF-1 Plan, Master Medical, Option 5, including the HCB and SOCT rider, \$5.00 deductible Blue Cross-Blue Shield Preferred RX Plan. Effective December 1, 1999, the Preferred RX deductible drug prescription rider shall be a \$5.00 co-pay for generic drugs and \$10.00 co-pay for brand name drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "dispensed as written." Retirees shall be provided for as follows:

1. Subject to the provisions of Article 31.II.B.2., employees who retire on or after December 1, 1999, below the age of 65, shall be eligible to participate in the hospitalization medical program as defined above, including the \$5.00 co-pay for generic drugs and \$10.00 co-pay for brand name drugs. The entire cost of the program will be borne by the City.
- ~~1-2~~ Subject to the provisions of Article 31.II.B.2., employees who retire on or after December 1, 1995, but before December 1, 1999, below the age of 65, shall be eligible to participate in the Blue

Cross/Blue Shield Preferred Plan which includes MVF-1, Master Medical, Option 5, \$5.00 deductible Blue Cross/Blue Shield Preferred Rx Plan, hospitalization medical program as defined above. The entire cost of this program will be borne by the City.

* * *

- B. The City, at its option, may offer Health Maintenance Organizations (HMOs) at City cost in lieu of the hospitalization-medical insurance provided herein, as currently provided, except as changed by the provisions of this paragraph. If an employee or retiree who retired after December 1, 1999 accepts the option of a provided Health Maintenance Organization (HMO), it will be deemed that the City has fulfilled its obligation under this section and paragraphs A above & C hereunder for hospitalization-medical coverage and the specific benefits therein provided. Once an employee has selected an offered hospitalization-medical coverage option, no change can be made until the next reopening date. Effective December 1, 1999, all employees and their families, as well as retirees who retired after December 1, 1999, so covered in a Health Maintenance Organization shall pay a \$5.00 co-pay for generic drugs and \$10.00 co-pay for brand name drugs. The prescription is to be filled by the generic drug unless the physician directs prescription to be "dispensed as written".

Modify Section J as follows:

- J. The Employer will provide dental reimbursement program for permanent full-time Employees, spouses, and dependent children under 19 years of age as follows:
1. For the contract year beginning December 1, 1996~~9~~, the dental reimbursement maximum will be five hundred fifty dollars (~~\$500.00~~ \$50.00) per year, subject to submission of proof of billing and proof of payment for such expense. Beginning December 1, ~~1997~~ 2000, the dental reimbursement maximum will be five hundred fifty ~~twenty-five~~ dollars (~~\$525.00~~ \$50.00) per year. Beginning December 1, ~~1998~~ 2001, the dental reimbursement maximum will be five six hundred fifty dollars (~~\$550.00~~ 600.00) per year.

Reimbursement shall be made as follows:

- a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will

reimbursement be made for any requests submitted more than thirty (30) days after the fiscal year end.

b. Reimbursements shall be made by the Employer within thirty (30) days following the request for reimbursement.

2. An employee, at any time during the life of the Agreement through November 30, ~~1999~~ 2002, may use the unused portion of the employee's reimbursement allowance as set forth in the Agreement, meaning that a total of ~~\$1,575~~ \$1,700 is available to be used at any time during the period December 1, 1996~~9~~ through November 30, ~~1999~~ 2002. In addition, the unused portion of the reimbursement provided for in the period December 1, 1995~~8~~ through November 30, 1996~~9~~, may be used in the first year of the contract, December 1, 1996~~9~~ through November 30, ~~1997~~ 2000.

* * *

5. **Article 25, INSURANCE COVERAGE**

Modify Section B. consistent with new salary schedule.

6. **Article 31, PENSIONS**

Add new Sections B., C., D. and E. (and re-letter remaining sections) as follows:

- B. Retirement. Effective December 1, 1999, employees who are fifty-two (52) years of age and have ten (10) years of fire fighter service with the City of Livonia, or at any age with 27 years of service with the City of Livonia, may retire at full pension benefits as provided in the City Pension Ordinance. Any employee may retire at a reduced pension as provided in the following paragraph prior to age fifty-two (52) provided that the employee has ten (10) years of service with the City and is at least fifty (50) years old.

Employees electing early retirement (i.e., retirement prior to age fifty-two (52) (with less than twenty-seven (27) years of service) shall have their pension amount computed and based on actual years of service, with that dollar amount then reduced by one-half (½) percent per month remaining to age fifty-two (52), as follows:

<u>Age</u>	<u>%of Full</u>
<u>Years. Months</u>	<u>Retirement</u>
<u>51</u> <u>11</u>	<u>99.50</u>
<u>51</u> <u>10</u>	<u>99.00</u>
<u>51</u> <u>9</u>	<u>98.50</u>
<u>51</u> <u>8</u>	<u>98.00</u>
<u>51</u> <u>7</u>	<u>97.50</u>
<u>51</u> <u>6</u>	<u>97.00</u>
<u>51</u> <u>5</u>	<u>96.50</u>
<u>51</u> <u>4</u>	<u>96.00</u>
<u>51</u> <u>3</u>	<u>95.50</u>
<u>51</u> <u>2</u>	<u>95.00</u>
<u>51</u> <u>1</u>	<u>94.50</u>
<u>51</u> <u>0</u>	<u>94.00</u>
<u>50</u> <u>11</u>	<u>93.50</u>
<u>50</u> <u>10</u>	<u>93.00</u>
<u>50</u> <u>9</u>	<u>92.50</u>
<u>50</u> <u>8</u>	<u>92.00</u>
<u>50</u> <u>7</u>	<u>91.50</u>
<u>50</u> <u>6</u>	<u>91.00</u>
<u>50</u> <u>5</u>	<u>90.50</u>
<u>50</u> <u>4</u>	<u>90.00</u>
<u>50</u> <u>3</u>	<u>89.50</u>
<u>50</u> <u>2</u>	<u>89.00</u>
<u>50</u> <u>1</u>	<u>88.50</u>
<u>50</u> <u>0</u>	<u>88.00</u>

Said reduction shall not apply to the escalator provision in the Retirement Ordinance.

- C. Duty Disability Retirement. Pursuant to the Retirement Ordinance, employees whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty, including light duty, in the fire department, shall be eligible for duty disability retirement.
- D. Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible employee's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
<u>10 to 15</u>	<u>20</u>	<u>50.00%</u>
<u>16 to 20</u>	<u>25</u>	<u>62.5%</u>
<u>over 20</u>	<u>30, or actual service, if greater</u>	<u>75.00%</u>

This provision shall only apply to disabilities resulting from events occurring on or after December 1, 1983.

- E. Duty Death Benefits. The surviving spouse, or other person, if applicable, of an employee whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.

* * *

Delete old Section C.1. [now G] as follows:

- G.C. 1. ~~Effective July 20, 1988, an eligible Employee's annuity factor, at age sixty-five (65) or the age the individual would have been eligible to receive full Social Security benefits, even if the employee began receiving reduced benefits at an earlier date, shall revert to 2.25% for the first thirty (30) years of service and 1% for each additional year of service thereafter.~~
2. For employees retiring on December 1, 1996 or thereafter, there shall be no benefit reduction at full Social Security age.

Modify Section 31.II.A.4 as follows:

4. Retirees who are members of the defined contribution plan are not eligible for hospitalization-medical coverage until age 52 with 10 or more years of service or at any age with 27 years of service.

Modify Section 31.II.B.1. as follows:

For employees hired on July 1, 1998 or later, the pension provided for employees following the first six (6) months of their employment will be a defined contribution pension plan with the City contributing an amount equal to 9% of the employee's wages and the employee contributing an amount equal to 3.56% of the employee's wages, with vesting after four (4) years of employment. The employee is permitted to contribute additional amounts up to the maximum allowed by law. Effective December 1, 2001, the City will contribute an amount equal to ten (10%) percent for all employees hired on July 1, 1998 or later. Effective December 1, 2002, the City will contribute an amount equal to

eleven (11%) percent for all employees hired on July 1, 1998 or later.

Modify Section 31.II.B.2. as follows:

The health care benefit paid for employees hired by the City on July 1, 1998 or later, upon retirement, shall be as follows:

For employees retiring with ten years of service and who are at least 52 years of age, the City will pay 50% toward the premium of the health care insurance.

For employees retiring after 15 years of service and who are at least 52 years of age, the City will pay 60% of the payments towards premiums.

For employees retiring after 20 years of service and who are at least 52 years of age, the City will pay 75% of the payments toward premiums.

For employees retiring after 25 years of service and who are at least 52 years of age, or if an employee retires after December 1, 1999, with 27 years of service regardless of age, the City will pay 100% of the payments towards premiums.

7. **Article 31, PENSIONS**

Add new Section 31.I.L. and new Section 31.II.G. to read:

The parties agree that pensions will not be the subject of bargaining through November 30, 2005.

8. **Article 32, SALARY RATES**

Modify the salary schedule as follows to reflect the following increases:

- Effective 12/1/99 – 3% wage increase
- Effective 12/1/00 – 3% wage increase
- Effective 12/1/01 – 3% wage increase

9. **Article 33, FOOD ALLOWANCE**

Modify Article 33 as follows:

During the term of this Agreement, each employee shall receive a food allowance of nine hundred dollars (\$900.00) to be paid by December 10th for the following fiscal year. Effective December 1, 2000, the food allowance shall be increased to nine hundred twenty-five (\$925.00) dollars. Effective December 1,

2001, the food allowance shall be increased to nine hundred fifty (\$950.00) dollars. Employees leaving City employment before the end of the fiscal year, shall reimburse the City on a pro-rated basis for food allowance monies received.

10. **Article 37, EFFECTIVE DATE, TERMINATION AND MODIFICATION**

Modify Article 37 as follows:

This Agreement shall extend from December 1, 1996~~9~~ and shall continue in full force and effect until November 30, ~~1999~~2002.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date of November 30, ~~1999~~ 2002, give written notice of termination; provided, however, in any event it is specifically agreed between the parties that even if the 1999-2002 Agreement is terminated based on this provision that pursuant to Article 31, pensions will not be the subject of bargaining until the expiration of six (6) years from the effective date of this Agreement, i.e., through November 30, 2005. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date of November 30, ~~1999~~ 2002, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired; provided, however, in any event, it is specifically agreed between the parties that even if there is a desire to modify or change the 1999-2002 Agreement based on this provision, that pursuant to Article 31, pensions will not be the subject of bargaining or any proposed change, modification or amendment until the expiration of six (6) years from the effective date of this Agreement, i.e., through November 30, 2005. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union at Fire Headquarters, 12300 Middlebelt Road, Livonia, Michigan 48150, and if to the Employer, addressed to City Council and the Civil Service Commission, City Hall,

33000 Civic Center Drive, Livonia, Michigan 48154, or to any such address as the Employer may make available.

11. **Article 40, EMT BONUS**

Modify Section A and Section D to read:

- A. During the term of this Agreement, all Employees who are State Licensed Basic Emergency Medical Technicians will receive an EMT Bonus of nine hundred dollars (\$900.00). Employees hired after December 1, 1999 shall not be entitled to any EMT Bonus. Effective December 1, 1999, any employee receiving a Paramedic Bonus pursuant to Article 47 shall not be entitled to any EMT Bonus, provided that any such employee, hired prior to December 1, 1999, who receives their Paramedic license during a contract year, shall be entitled to a pro-rated EMT Bonus based on the percentage of the year in which the employee maintained an EMT license prior to obtaining a Paramedic license.
- D. Payments shall be made by December 10th for the following current fiscal year...

12. **Article 46, TRAINING COORDINATOR**

Modify Section F. to read:

- F. The successful candidate will be promoted one step above their current pay scale upon assuming the duties of Training Coordinator, provided that the minimum entry level pay scale will be equivalent to that of a Fire Lieutenant. After completing probation, plus meeting the licensing and certification requirements, the successful candidate will be subject to an annual performance review. If the Training Coordinator is rated satisfactory, they will receive an increase in their pay scale to the next step above their current rate. If the Training Coordinator is rated superior, then at the discretion of the Fire chief in any three year period, they may receive a double step increase in their pay scale. The terminal pay scale of the Training Coordinator shall be equivalent to the pay of Battalion Chief. The Training Coordinator position will have no rank designation ever affiliated with its designation.

13. **Article 47, PARAMEDICS**

Modify Article 47 as follows:

47. PARAMEDICS

A. General Provisions

1. The Union recognizes the exclusive right of the City to determine whether to offer an advanced life support service. ~~The City has determined, during the life of this agreement, to train (18) employees from the firefighter rank.~~
2. "Paramedic" shall refer to a Michigan State Licensed EMT-P who also meets all State and HEMS requirements, including Advanced Cardiac Life Support Certification (ACLS).

B. Wages/Temporary Daily Paramedic Assignments

1. Firefighters assigned as paramedics will receive a 5.12% wage increase over their basic wage until December 1, 2001. Effective December 1, 2001, any member of the Department licensed as a paramedic shall receive an annual ALS bonus of \$2,100.00 in lieu of the EMT bonus provided in Article 40, below, irrespective of how much time, if any, is spent assigned and performing as a paramedic. Employees who obtain their paramedic license during the year shall receive a pro-rated ALS bonus.

Payments shall be made by December 10th for the current fiscal year. Employees who do not maintain a paramedic license for the entire year shall receive a pro-rated bonus based upon the percentage of the year in which the employee maintained a paramedic license. Employees leaving City employment before the end of the fiscal year shall reimburse the City on a pro-rated basis for paramedic bonus monies received.

~~A Firefighter who has a paramedic license will not receive the above wage increase unless he is out of the 18 chosen and is assigned to a paramedic unit.~~

2. Paramedic Scheduling:

a. Station Scheduling:

When more than two (2) paramedics are on duty at a station and station staffing is above four (4) personnel, the paramedic on duty with the highest Department seniority will have the option to defer riding on the ALS unit. Likewise, the senior paramedic on duty shall retain the right to "bump" a junior paramedic from the ALS unit. Senior paramedics will retain these rights within their

assigned station.

- b. Except in an emergency situation, a member of the department who is assigned as an Engineer, Battalion Chief, Senior Captain or Captain on a given day shall not be eligible to be assigned as a daily paramedic while so assigned.

2. ~~Any member of the Department licensed as a paramedic but not part of the 18 assigned as paramedics, and who is assigned paramedic duties will receive out-of-classification pay, namely, the minimum rate of the next highest classification, or one step above his current rate, whichever is greater for any time worked, provided that the total hours worked in the paramedic classification exceed (1) hour worked.~~

E. ~~Selection/Commitment~~

~~The City agrees that the eighteen (18) selected for paramedic assignment will be selected from non-paramedic volunteers from the firefighter rank, based upon seniority. Existing Firefighter/Paramedics who have completed probation and are currently licensed as paramedics will be offered an initial paramedic assignment, regardless of their seniority. Firefighters who volunteer must commit to a minimum of three (3) years of service as a paramedic. The three (3) year assignment will begin on the date the firefighter/paramedic submits a valid license to the Department, or when the Department initiates ALS service, whichever comes later.~~

D. ~~Withdrawal from Assignment~~

1. ~~An employee, upon commencement of their three (3) year commitment, can opt to withdraw from their paramedic assignment, by written request to the Fire Chief. The employee submitting said request can withdraw from the program if there is a licensed paramedic available to replace the position and maintain sufficient paramedic staffing. If two or more requests are submitted, the senior firefighter/paramedic will be excused first. The paramedic assignment vacancy will be filled by the senior firefighter/paramedic, not in the group of 18 assigned paramedics, who volunteers for said vacancy. If no firefighter/paramedic volunteers for the assignment, the Fire Chief will assign the lowest seniority firefighter/paramedic to fill said vacancy.~~
2. ~~Any firefighter who volunteers to receive paramedic training pursuant to this proposal and who then fails to serve a three (3) year commitment as a paramedic, unless properly excused and relieved from their assignment,~~

~~will be required to reimburse the City of Livonia costs of training and licensure, including tuition and books, equipment and licensing fees, according to the following schedule:~~

<u>Length of Assignment</u>	<u>% Required Reimbursement</u>
Less than 1 year	100%
More than 1 year but less than 2 years	66%
More than 2 years but less than 3 years	33%

~~The City agrees that wages paid to attend training are not included and are not reimbursable.~~

~~E. Bump Clause~~

~~In the event a more senior firefighter obtains licensure as a paramedic, (s)he may "bump" a lower seniority firefighter/ paramedic from a permanent paramedic assignment. If a more senior firefighter/paramedic exercises bumping rights, the lowest seniority firefighter/paramedic who is permanently assigned as a paramedic, will be relieved from their permanent paramedic assignment.~~

~~F. Training~~

- ~~1. The City will train the eighteen (18) firefighters selected by making classes available that will be taken on duty if the class is offered on an assigned work day. Classes will be offered on two (2) consecutive week days. If a necessary class is not available on an assigned workday, the firefighter will be paid the appropriate rate of pay according to the Labor Agreement to attend the class. The cost of books and tuition will be paid by the City. Clinical training will be provided for employees on duty, on a manpower permitting basis. The provider for the training will be selected as a result of joint determination by the Chief of the Department and the Union Committee. In the event clinical training is not being completed in a timely manner as described by the provider, the Chief of the Department and the Union Committee shall meet to resolve the issue.~~
- ~~2. Any firefighter who volunteers to receive paramedic training pursuant to this proposal and who fails to successfully complete the program and/or fails to obtain a paramedic license, will be required to reimburse the City of Livonia for any and all costs of training and licensure, including tuition, books, equipment and licensing fees. The City agrees that wages paid to attend training are not included and not reimbursable.~~
- ~~3. Any firefighter who volunteers to receive paramedic training pursuant to~~

~~this proposal and who then fails to successfully complete the program and/or fails to obtain a paramedic license due to medically documented illness or injury will not be required to reimburse the City of Livonia for any costs associated with ALS training. The employee may be required to provide medical documentation as the City may require, and the employee may be required to submit to examination by the City physician, to determine that the nature of the illness or injury precludes continuation in the ALS program.~~

- ~~4. If an employee uses personal business, vacation, sick or bereavement leave time on any day an employee is regularly scheduled to work and is also scheduled to attend paramedic training, the employee will be required to attend paramedic training, if possible, on the alternate day. If unable to attend on the alternate day, the employee will be required to make arrangements for any "make-up" classes with the training provider. The City agrees to provide overtime compensation on a one time basis for the length of one day of classroom training as described by provider, up to a maximum of twelve (12) hours, to compensate an employee required to attend training on an alternate/make-up day that is not an assigned work day for that employee. This benefit will not be eligible for any absence due to the use of any type of trade day. Any absence(s) and subsequent alternate/ make-up training requirements, beyond the one time twelve (12) hour provision are the sole responsibility of the employee.~~
- ~~5. The City agrees to pay for all testing fees necessary to obtain a paramedic license, and will pay for one (1) retest, if necessary. Personnel will be released from duty or paid the appropriate rate of pay for the original examination and one (1) retest, if necessary. The employee will be required to pay any subsequent licensing exam fees after the original exam and one (1) retest, and no overtime will be paid.~~

GC. On-Going Education and Training

On-going education and training necessary to maintain EMT and paramedic licensure will be provided by the City for all department personnel. Education and training will be provided as in the past.

H. Promotions

~~Any firefighter who is eligible for a promotion during said the three (3) year period agrees to waive said promotion and continue to serve as a paramedic for the remainder of the aforementioned three (3) year period. Anyone who has waived promotion under the terms of this agreement will be returned to their~~

original position in the block system upon their release from the paramedic assignment. Any firefighter who has waived said promotion will be entitled to the next available promotion based on their position in the block system, after the three (3) year paramedic commitment, or given that a paramedic replacement is available.

1E. Temporary Assignments/Overtime Provisions

1. Whenever a vacancy or shortage occurs in the assigned firefighter/paramedic ranks, the shift commander will first attempt to fill the vacancy from among qualified on-duty personnel, by providing a temporary upgrade to a paramedic who is not part of the group of eighteen (18) permanently assigned paramedics. Upgrades will be made pursuant to and consistent with the labor agreement (Section 21. TEMPORARY ASSIGNMENTS) with the exception that the paramedic rate of pay (5.12%) will be retroactive to the first hour assigned, provided that the total hours worked in the paramedic classification exceeds one (1) hour worked. Personnel assigned to an ALS unit are required to accept the assignment, consistent with the labor agreement.

The overtime call-in list will be amended to provide the shift commander with the ability to secure paramedics when paramedics are needed to maintain required paramedic staffing on licensed ALS units. If no qualified personnel are available for a temporary assignment upgrade, overtime call-in will be utilized to maintain paramedic staffing. Overtime will first be offered to off-duty paramedics currently serving as regularly assigned paramedics and consistent with existing overtime call-in procedures and Appendix B of the Labor Agreement. If no regularly assigned paramedics are available, other paramedic/firefighters who are not regularly assigned may be contacted and offered the overtime opportunity.

In the event no paramedics are available, personnel licensed as EMT-Specialists will be offered an assignment: first as a temporary upgrade for firefighter/EMT-S personnel on duty, second as a call-in overtime opportunity for EMT-S personnel off-duty. EMT Specialists will only be utilized when no paramedics are available.

2. The City agrees to maintain minimum department staffing during all ALS training, pursuant to Appendix B of the Labor Agreement. Overtime needed to maintain minimum staffing brought about solely by ALS training will not be deducted from the 1,100 hour limit of the parties' Collective Bargaining Agreement.

JD. New Hires

All new hires will be required to be licensed paramedics.

K. One-Time Educational Bonus

~~Any member who obtained their paramedic license on their own, prior to this agreement and is assigned as a permanent paramedic, will be paid a stipend of \$3000.00, to offset the time and money spent to obtain their paramedic license. Any member who refuses a permanent paramedic assignment when offered will not be eligible to receive this stipend.~~

EF. ALS Committee

The City and Union agree that an ALS Committee will be formed, consisting of two (2) paramedics, as designated by the Union, who will review the paramedic program on an on-going basis and make recommendations to the Training Officer and the Fire Chief regarding the ALS program.

14. Appendix A, The Block System

Modify Section 3., Promotions, to read as follows:

A. All promotions must be made from the next lowest classification and by way of seniority from the next block in said classification. The top man in that block will receive the promotion unless he is by-passed in accordance with paragraph 4 of this outline. A man may waive his right to promotion by a letter being addressed to the Civil Service Commission, however, any waiver being given by the top man in a particular block shall not prejudice his rights to the next promotion.

B. Promotion after bypass: In the event a previously bypassed individual is promoted, they will assume the next available position in that block. The employee will not return to the position in the block system they held before being bypassed. The employee will assume the next available position and be put in the block accordingly.

15. Add the following Letters of Understanding:

LETTER OF UNDERSTANDING

During negotiations for the 1999-2005 Collective Bargaining Agreement, it was

agreed that in regards to participation on the City Retirement Board:

Fire/Police employees who are members of either the defined benefit or the defined contribution plan may vote for the representative on the Pension Board, and said representative may be a participant in either the defined benefit or the defined contribution retirement plan.

LETTER OF UNDERSTANDING

During negotiations for the 1999-2005 Collective Bargaining Agreement, it was agreed that retirees of the City who are entitled to health insurance shall be provided the HCB (hospice care benefit) and SOCT (specified oncology clinical trials) Riders, subject to the provision of Article 24.D.

LETTER OF UNDERSTANDING

Scheduling of vacations shall be for the calendar year from January 1 to December 31, with winter vacations scheduled in the months of January, February, March, October, November and December, and summer vacations scheduled in the months of April, May, June, July, August and September. Division of vacation days between summer and winter vacations shall be six (6) for Summer and four (4) for Winter, or if the employee so elects, four (4) for Summer and six (6) for Winter, for all employees except Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, with scheduling of additional vacation days at the discretion of the Department. Any employee who elects to utilize the option of four (4) for Summer and six (6) for Winter shall do so in writing by a date to be determined by the Department. Division of vacation days between Summer and Winter vacations may be changed upon the request of the Employee with the approval of the Fire Chief subject to the operating needs of the Fire Division. For the classifications of Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, division of vacation days between Summer and Winter vacations shall be fifteen (15) for Summer and five (5) for Winter, with scheduling of additional vacation days at the discretion of the Department.

LETTER OF UNDERSTANDING

In implementing Section 12 of Appendix A, it is understood by the parties that training referenced therein may be provided in-house or in courses off the City premises

at the discretion of the City. Such training will be paid for by the City, including any time spent in courses for the first course only. However, the City may give consideration, in its sole discretion, to extenuating circumstances.

DR. BENJAMIN W. WOLKINSON

M. P. a. Kelly
MICHAEL KELLY

Eric Cholak
ERIC CHOLACK

Dated: November __, 2001