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Michigan State University
LABOR AND INDUSTRIAL
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

Arbitration Under Act 312

Michigan Public Acts of 1969 as Amended

CITY OF ALPENA,

Public Employer,

and

Case No. L83 F 630

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, Local 623,

Union.

ARBITRATION PANEL

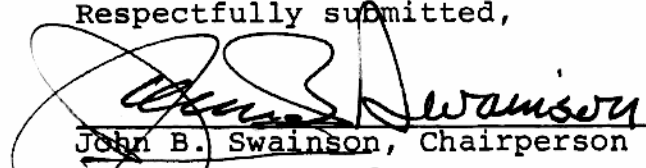
Allan H. Green
Joseph F. Merrill
John B. Swainson

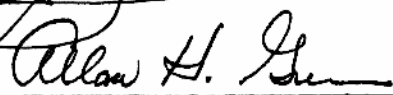
Employer Delegate
Union Delegate
Chairperson

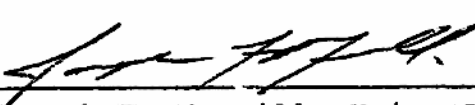
AWARD

The Arbitration Panel being properly and duly convened pursuant to Act No. 312, P.A. of 1969, and having heard the positions of the parties, the evidence, stipulations of the parties, and being fully advised in the premises, hereby issues the following award.

Respectfully submitted,


John B. Swainson, Chairperson


Allan H. Green, Employer Delegate


Joseph F. Merrill, Union Delegate

Alpena, City of

Swainson, John B.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

between

CITY OF ALPENA

and

LOCAL NO. 623 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

July 1, 1983

to

June 30, 1986

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Agreement, between the City of Alpena, hereinafter called the City, and Local No. 623 of the International Association of Fire Fighters, also known as the Alpena Fire Fighters Association, AFL-CIO, hereinafter called the Union.

ARTICLE I
PURPOSE AND DEFINITIONS

Section 1 - Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community, to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2 - Definitions

"City" shall include the elected or appointed representatives of the City of Alpena, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE II
RECOGNITION

Section 1 - Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for all employees of the Alpena Fire Department excluding the Chief and civilian employees.

Section 2 - Union Membership - Service Fees

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the City, whichever is later, become members, or in the alternative, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the City, whichever is later, as a condition of employment, pay to the Union the initiation fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members. This provision shall in no way affect or decrease the six (6) month probationary period of new employees.

Section 3 - Dues Deduction

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees, and assessments. Such sums, accompanied by a list of employees who had authorized such

deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made. The Local agrees to pay the City for any damages resulting from the administration of Section 2 and 3 of this Article. In the event that any such claim, suit or other action is commenced against the City, the Union shall intervene and defend in said claim, suit or other action.

Section 4 - Reimbursement of Erroneous Deductions

The Union shall refund to the employee Union dues, fees, or assessments erroneously deducted by the City and paid to the Union.

ARTICLE III
UNION ACTIVITIES

Section 1 - General

Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, 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 2 - Bulletin Boards

The Union shall be provided suitable boards, including at least one at each fire station or ladder house, for the posting of Union notices or other materials.

Section 3 - Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

ARTICLE IV
OTHER AGREEMENTS AND ORGANIZATIONS

Section 1 - Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.

Section 2 - Other Organizations

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 agency of this Union.

ARTICLE V

MANAGEMENT

The management of the City and the direction of the working forces, including the right to plan, direct and control City operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the City, provided that, in the exercise of these prerogatives the City shall not violate the provisions of this Agreement.

ARTICLE VI

GOVERNMENT LAWS AND REGULATIONS

To the best knowledge and belief of the parties this contract contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement, at any time during its life, be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

ARTICLE VII

WAGES

Section 1 - General

The salary schedule attached hereto as Schedule A shall be in effect for the term of this Agreement.

Section 2 - Longevity Benefits

Effective July 1, 1963 employees for the City of Alpena will receive longevity pay in accordance with the following rules and regulations:

All longevity pay determinations shall be based on six month periods, July 1 to December 31 and January 1 to June 30. References to "specific six months period" shall refer to either of these six month periods. All anniversaries shall be computed on the basis of the next July 1 or January 1 following the true anniversary.

1. 2% of base pay on completion of 8 consecutive years of service and 2% (making a total of 4%) of base pay on completion of 15 consecutive years of service and an additional 2% (making a total of 6%) of base pay on completion of 20 years of service.
2. Temporary or part-time employment shall not accumulate for longevity time.
3. Longevity payments will be received on approximately December 1 and June 1 of each year.

4. To qualify for the December 1 payment the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the City prior to December 1 the payment shall be paid on the date of separation.
5. To qualify for the June 1 payment the necessary years must have been accumulated by the preceding January 1. In case the employee leaves the service of the City prior to June 1 the payment shall be paid on the date of separation.
6. If an employee dies while in the employ of the City, the designated beneficiary of his life insurance shall be entitled to prorated longevity payments.
7. An employee who retires from the service of the City shall be entitled to prorated longevity payments.
8. In the event that an employee leaves the employment of the City for his own convenience and at a subsequent time returns to employment by the City, such employee shall start as a new employee and shall not be entitled to any of the benefits granted by this ordinance for prior service.
9. Unpaid interruptions of employment accumulating to 22 8-hour work days in any specific six months period or 30 consecutive calendar days in any specific six months period shall void the longevity pay for that period.

The same rule shall comply in computing length of service to determine initial eligibility for longevity pay.

| | | |
|----------|-------------------|---|
| CASE I | Employee "X" | |
| | October 1, 1955 | Started work |
| | October 1, 1963 | 8th Anniversary |
| | June 1, 1964 | First payment due |
| CASE II | Employee "Y" | |
| | May 1, 1953 | Started work |
| | May 1, 1961 | 8th Anniversary |
| | December 1, 1963 | First payment due |
| CASE III | Employee "Z" | |
| | Aug. & Sept. 1963 | 35 days unpaid leave (Rule 9) |
| | December 1, 1963 | First payment due |
| | June 1, 1964 | No payment due. In addition, the specific six months period from July 1 to December 30 of 1963 is stricken from accumulated time toward 15 year longevity increase. |

Section 3 - Overtime Pay

- (a) Overtime pay shall be paid at 1 1/2 times the hourly rate for employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (56 hours in a 7 calendar day cycle).
- (b) Overtime pay shall be paid at 1 1/2 times hourly rate for employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours).
- (c) An employee of the Fire Fighting Division called into work on a paid Holiday shall be paid at two (2) times the regular straight time hourly rate for all overtime worked.

Section 4 - Holiday Pay

Holiday pay shall be paid as provided in Article X of this Agreement.

Section 5 - Call-In-Pay

- (a) Fire Fighting Division - Any employee ordered and reporting for work at any time shall receive a minimum of six (6) hours pay or 1 1/2 times his hourly rate, whichever is greater.
- (b) Fire Prevention Division - Any employee ordered and reporting for work at any time shall receive a minimum of four (4) hours pay or 1 1/2 times his hourly rate, whichever is greater.

Section 6 - Hold-Over Pay

- (a) Any employee who is held over shall be paid overtime pay in 15-minute increments to the nearest 15-minute time period, except that an employee who is held over for a fire or ambulance run will receive a minimum of 1 hour pay at 1 1/2 times his straight time hourly rate.
- (b) Any employee who is tardy shall be docked pay in 15-minute increments to the nearest 15-minute time period.

ARTICLE VIII
HOURS OF EMPLOYMENT

Section 1 - Work Schedule

The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended; and for the Fire Prevention Division, 8 hours per day, and 5 days per week.

The regularly scheduled work week for all employees shall begin at 8:00 a.m. Tuesday.

Section 2 - Trading of Days

Subject to department manpower requirements and the following rules and regulations, employees shall be permitted to voluntarily trade work or leave days.

- (a) A permit must be properly filled out to include the following: application date, person with whom you wish to trade, the time, trading date, total number of hours, reason for trading, if a cash payment is involved, and signature of member requesting the trade as well as the approving officer.
- (b) Each permit must be filled out at least 24 hours in advance except in an approved emergency.
- (c) Officers permits must be approved by the Chief of the department.
- (d) All permits are subject to final approval by the Chief of the department.

- (e) No permits will be approved for trading to do any outside employment under any circumstances.
- (f) Any officer or member falsifying his reason for trading will automatically lose his right to any future trading for a period of one year.
- (g) The above rules and regulations will also apply to any officer or member making a cash payment instead of a time return for any time trading.

ARTICLE IX

HOLIDAYS

Section 1 - Holidays Defined

The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for purposes of this Agreement: New Years Day, Good Friday, Easter, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, December 24, Christmas and December 31.

Section 2 - Holiday Pay

- (a) Fire Fighting Division - Members shall receive twelve (12) hours pay at his prevailing hourly rates for each of the foregoing holidays.
- (b) Fire Prevention Division - Members shall receive eight (8) hours pay at his prevailing hourly rate for each of the foregoing holidays.

ARTICLE X

VACATION

Section 1

The vacation year shall be from July 1st through June 30th.

Section 2 - Eligibility

An employee must be in the employ of the City for one (1) year to be eligible for vacation. However, a new employee will receive one (1) vacation day for each two full months of service completed during the fiscal year in which he is hired. An employee after one (1) full year of continuous service shall take his pro rata vacation benefit in the balance of the fiscal year following the fiscal year in which he was hired. In the first full fiscal year following the completion of one full year of continuous service he shall fall under the current vacation wording in Section 3 of this Article.

An employee hired after July 1, 1983 must have completed at least six (6) full months of continuous service in the fiscal year in which he was hired in order for that fiscal year to count toward a year of credited service.

CASE 1 Employee "A"

- | | |
|--|---|
| Started Work | - March 1, 1983 |
| Prorated vacation from March 1, 1983 to June 30, 1983. (2-working day vac. granted) | - To be taken in 1983-84 but after probationary period. |
| No credit toward vacation year. | - Employed less than 6 months in 1982-83. |
| 5 years of service credit (Two 5-working day vac.) | - To be taken in 1988-89. |

CASE 2 Employee "B"

| | |
|--|---|
| Started Work | - September 1, 1983 |
| Prorated vacation from September 1, 1983 to June 30, 1983 (one 2-working day vac. & one 3-working day vac.) | - To be taken in 1984-85 but after probationary period. |
| Credit toward vacation years. | - Employed more than 6 months in 1983-84. |
| 5 years of service credit (Two 5-working day vac.) | - To be taken in 1988-89. |

Section 3 - Amount of Vacation Firefighting Division

From one (1) to five (5) years service--two 3-working day vacations.

From five (5) to fifteen (15) years service--two 5-working day vacations.

After fifteen (15) years service--one 5-working day vacation and one 6-working day vacation.

Section 3 - Amount of Vacation Fire Prevention Division

From one (1) to five (5) years service--one 7-consecutive day vacation and one 8-consecutive day vacation.

From five (5) to ten (10) years service--16-working days vacation.

From ten (10) to fifteen (15) years service--17-working days vacation.

From fifteen (15) to twenty (20) years service--18-working days vacation.

After twenty (20) years service--24-working days vacation.

Section 4 - Vacation Trading

Members in the Firefighting Division will be permitted to trade vacations with other members of their unit under the following conditions.

1. Members may request to trade only with other members who are in the same years of service basis as to the number of vacation days granted.
2. All requests for vacation trading are subject to the approval of the Chief of the Department.
3. There will be a year-round selection of vacation days, but no additional days requested for vacation period will be granted after the time the City Manager determines he wishes the request made (but no later than thirty days before the fiscal year commences). The City Manager shall not unreasonably withhold approval of the dates requested.

Section 5 - Vacation Splitting

Employees will be offered the option of dividing one of his vacation periods into two parts. If the employee elects to do so and chooses to split his first vacation period on the first selection, his second selection must be a full vacation period. The remainder of his first vacation will be picked on the third selection.

If the member wishes to split his second vacation, the first part will be picked on the second selection and the second part will be picked on the third selection.

Section 6 - Vacation Selection

All vacations will be selected according to departmental seniority and only one man per unit will be allowed on vacation at a time.

Section 7 - Floating Vacation Days

Effective July 1, 1985, on a one (1) year trial basis, employees will have two (2) floating vacation days which will not be extra vacation days but merely a selection of the vacation days already allowed under this Article subject to the proviso contained in Section 6 of this Article, which floating vacation days shall be scheduled at the discretion of the Chief, with the trial program to continue thereafter only upon agreement of the parties. The Chief shall not unreasonably withhold approval of the dates requested.

Section 8

When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for unused vacation earned in the prior year as well as weekly pro rata vacation allowance he has accumulated during the current year. The vacation pay at the time of separation shall not be considered as payment for any time worked or not after the date of separation.

ARTICLE XI

SENIORITY

Section 1 - Definition

Seniority shall be defined as last continuous period of employment.

Section 2 - Termination of Seniority

Seniority shall terminate only for:

- (a) Discharge or Layoff;
- (b) Layoff exceeding length of service years;
- (c) Voluntary quit; and
- (d) Retirement.

Section 3 - Application

Layoff and rehire shall be governed by seniority, applied by division and by department.

Section 4 - Probationary Period

Employees shall be considered on a probationary or trial basis for the first twelve months of their employment. No controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause. Notwithstanding, after six months of employment, all employees shall receive all sick leave benefits as provided for herein.

ARTICLE XII

SICK LEAVE

In case of a request for sick leave, the employee will be requested to sign a statement. The Department Head or the Director of Personnel may at his discretion require a doctor's certificate in addition to the employee's statement. No probationary or temporary employee is eligible for sick leave.

Section 1 - Accumulation of Sick Leave Credits

Sick leave shall accumulate at the rate of one (1) day for each month of service to a maximum one hundred thirty (130) day accumulation as to retirement payment provisions under Section 3 hereof. Otherwise, there shall be no limit on accumulation.

Section 2 - Charges Against Credits

An employee shall not be charged more than 5 sick days in a 7 day period.

Section 3 - Payment Upon Retirement

- (a) Effective as to employees who retire on and after January 1, 1974, the retired employee shall receive one-half of his/her accumulated sick leave as limited above based on average hourly straight time rate at the time of retirement.
- (b) There shall be paid upon retirement or death of an employee one-half of his/her accumulated sick leave as limited above based upon average hourly straight time rate at time of retirement or death.

ARTICLE XIII

DEATH LEAVE

The employee will be permitted upon notifying his Department Head, to be absent from work without loss of pay from the occurrence of the death of the employee's immediate family as follows:

Section 1 - As Applied to the Fire Inspector

Employee's immediate family -- up to three (3) consecutive working days:

- Wife
- Child
- Father
- Mother
- Father-in-Law
- Mother-in-Law
- Sister or Brother
- Close relative living with him

Employee's or spouse's grandparents or grandchildren, sister-in-law or brother-in-law -- up to one (1) working day.

Wife's family -- up to one (1) working day:

- Brother or sister

Section 2 - As Applied to Other Employees

Employee's immediate family -- up to two (2) consecutive working days:

- Wife
- Child
- Father
- Mother
- Father-in-Law
- Mother-in-Law
- Sister or brother
- Close relative living with him

Employee's or spouse's grandparents or grandchildren -- up to one (1) working day.

Wife's family -- up to one (1) working day:

Brother or sister

Employee will be allowed up to one (1) working day on the occurrence of death of the employee's sister-in-law or brother-in-law.

ARTICLE XIV

INSURANCE

Section 1

The City shall provide coverage with health, life and dental benefits equal to or better than those in effect prior to the signing of this Agreement. The City shall have the right to select a method of providing the benefits required, whether through a carrier chosen by the City, or by self-insurance. Once the City has decided to change insurance carriers or go with self-insurance, the City will provide the Union with notice and an opportunity to meet and discuss the implementation of the change, which will include providing copies of the relevant documents.

See Schedule "B" - Existing Insurance Coverage.

Section 2

The City shall continue to pay 50% of the cost of health insurance as stipulated in Article XIV, Section 1 for all future retirees.

Section 3 - City Responsibility

The sole responsibility of the City shall be the payment of the premiums it has agreed to pay on the insurance described in this Article XIV.

ARTICLE XV
RETIREMENT PLAN

Section 1

The present retirement system for the "Police and Firemen Members" shall continue and the City shall compute the pensions payable upon retirement at 2% of average final compensation (highest three (3) years out of the last five (5) years) multiplied by the number of years of service.

Section 2

If the effective date of the fireman's retirement is on or after July 1, 1980, a pension which when added to his annuity will produce a level straight life retirement allowance equal to the sum of two and one-tenth per cent (2.1%) of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, plus two per cent (2%) of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of twenty-five (25) years.

ARTICLE XVI
UNIFORM ALLOWANCE

Section 1 - Rubber Goods

The City shall furnish and maintain all rubber goods required by employees.

- (a) Fire Fighting Division - The City shall furnish uniforms every two years including: 5 shirts, 4 trousers (2 regular uniforms and 2 wash and wear summer trousers), a hat (if needed), and also a nameplate, badge and tie.
- (b) Fire Prevention Division - The City shall furnish uniforms every two years including: 6 shirts, 5 trousers (3 regular uniforms and 2 wash and wear summer trousers), a hat, uniform coat, a winter overcoat, and also a nameplate, badge and tie.
- (c) Uniform bids shall be asked for and awarded within two months after the start of the fiscal year of July 1.

Section 2 - Wearing of Uniforms

Uniforms shall be worn only on duty.

ARTICLE XVII

MAINTENANCE OF CONDITIONS

Section 1 - Maintenance of Conditions

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.

ARTICLE XVIII

DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 10 days of the disciplinary action. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the City to justify the action complained of. In any trial board proceeding the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process.

ARTICLE XIX

GRIEVANCES

A. The Union shall be entitled to form a Grievance and Negotiation Committee consisting of three (3) members.

B. Meetings of the Grievance Committee may be called at any time at reasonable intervals by the Steward, the City Manager and/or Personnel Director.

The Grievance and Negotiation Committee shall be compensated at their proper rate of pay for all working time lost in adjusting grievances or in contract negotiations.

C. A grievance is defined as any dispute between parties hereto or between the City and any employee covered by this Agreement concerning any contractual working condition, or the intent or application of any provision of this Agreement.

D. The following procedure is to be observed in the settlement of grievances:

1. Any employee having a grievance shall reduce it to writing and present the written grievance to the Chief no later than seven (7) calendar days after the facts occurred which gave rise to the grievance, or no later than seven (7) calendar days after the Grievant shall have reasonably known of such facts, whichever is later. The Employee's steward or the designee of the steward may be present at the option of the Employee.
2. If Step #1 does not effect a settlement, the Union Steward or his designee shall within 48 hours of the presentation of the written grievance to the Chief, give written notice to the Chief that the grievance shall be processed to Step

#2. They, together with the Grievance Committee and the City Manager or his designated representative, shall meet within fourteen (14) days after receipt of the written notification at the City Hall and try to resolve the matter. Within seven (7) days after conclusion of this meeting, the City Manager, or his designee, shall submit to the Union a written statement of the City's decision or position with respect to such grievance. Should the City Manager or the City Manager's designee fail to furnish a written answer so provided for, the grievance shall be processed in accordance with the next step.

3. If Step #2 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the Civil Service Board provided that said party shall give written notice to the other party of its intention within fourteen (14) days after receiving the letter provided for at the conclusion of Step #2, or if a letter is not provided, then at the conclusion of Step #2.

The Civil Service Board shall meet within fifteen (15) days after receiving notice and render an immediate decision in writing to the parties.

- (a) The Civil Service Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before them, but they shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

4. If the decision or determination of the Civil Service Board in Step #3 is not satisfactory, either party shall, not later than fifteen (15) calendar days after said decision or determination, have the right to submit the matter to arbitration. The request for arbitration must be in writing with a copy to the other party. The moving party may submit a request for a panel of arbitrators to the Federal Mediation and Conciliation Service. Their rules shall be governing as to procedure.
- Within ten (10) calendar days of receipt of a list from the Federal Mediation and Conciliation Service, the parties will submit to the Federal Mediation and Conciliation Service its order of preference by numbering each name on the panel and submit the numbered list in writing to the F.M.C.S. Office of Arbitration Services (OAS). The name on the panel that has the lowest accumulated numerical number will be appointed.
- (a) The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement. No grievance shall be considered if not filed or processed within the time limits set forth in this Article.

5. The cost of such arbitration shall be borne equally by the City and the Union and the decision of the Arbitrator shall be final and binding on both parties.

E. In all steps of the grievance procedure described above, either the City or the Union shall have the right to specify that the aggrieved employee or his foreman or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the City and the Union.

ARTICLE XX

PARKING FACILITIES

The City shall furnish and maintain no less than seven (7) parking spaces for parking of employees vehicles immediately behind the Number 1 Engine House. Said parking facilities for no less than 7 vehicles to be without charge to employees even if these parking spaces are in a metered area.

ARTICLE XXI

LEAVE OF ABSENCE

An employee with five (5) years or more of seniority may, for good cause, and with the approval of the Chief of the Fire Department, be granted a leave of absence without pay of not more than thirty (30) consecutive days in any one fiscal year. An employee absent on such leave who engages in other employment or who fails to report for work on or before the expiration, will be considered as having quit. Such leave shall not be granted in conjunction with the employees vacation period.

This five (5) year qualification for leave of absence shall not apply to leaves of absence for military service.

ARTICLE XXII.

MANPOWER

The manpower status quo shall continue (eight man shifts when no one is on vacation and seven man shifts when one is on vacation).

ARTICLE XXIII

DURATION

Section 1 - Duration

This Agreement shall be effective the first (1st) day of July, 1983, and shall remain in force and effect to and including June 30, 1986.

Section 2 - Future Negotiations

The parties agree that, commencing not later than February 1, 1986, they will undertake negotiations for a new Agreement for a succeeding period.

Section 3 - Extension

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

Section 4 - Economic Items

Economic items of this Agreement shall become effective with the pay period starting nearest to July 1, 1983, except as otherwise specified in the Agreement.

Section 1 - Wages

SCHEDULE A

The wage schedule shall be adjusted to provide for the following increases over the June 30, 1983 end-of-contract rates effective with the first payroll period on or after the following dates:

| Classification | COLA Roll-in | PRIOR RATE (+20¢) | | | 7/1/83 2% of base rate which results in | | | 1/1/84 2% of base rate which results in | | |
|-------------------|--------------|-------------------------|----------|-------------|---|----------|-------------|---|--------|----------|
| | | hourly | weekly | annually | hourly | weekly | annually | hourly | weekly | annually |
| Starting pay | \$ 5.82 | \$ 5.93 | \$332.21 | \$17,275.05 | \$ 6.05 | \$338.86 | \$17,620.55 | | | |
| After six months | 5.93 | 6.05 | 338.96 | 17,626.17 | 6.17 | 345.74 | 17,978.69 | | | |
| After one year | 6.13 | 6.25 | 350.22 | 18,211.38 | 6.38 | 357.22 | 18,575.61 | | | |
| After three years | 6.79 | 6.92 | 387.76 | 20,163.54 | 7.06 | 395.52 | 20,566.81 | | | |
| Lieutenant | 7.05 | 7.19 | 402.55 | 20,932.48 | 7.33 | 410.60 | 21,351.13 | | | |
| Captain | 7.32 | 7.47 | 418.35 | 21,754.03 | 7.62 | 426.71 | 22,189.11 | | | |
| Inspector | 10.25 | 10.46 | 418.35 | 21,754.03 | 10.67 | 426.71 | 22,189.11 | | | |

| Classification | 7/1/84 2% of base rate which results in | | | 1/1/85 1% of base rate which results in | | |
|-------------------|---|----------|-------------|---|----------|-------------|
| | hourly | weekly | annually | hourly | weekly | annually |
| Starting pay | \$ 6.17 | \$345.63 | \$17,972.96 | \$ 6.23 | \$349.09 | \$18,152.69 |
| After six months | 6.30 | 352.66 | 18,338.26 | 6.36 | 356.19 | 18,521.64 |
| After one year | 6.51 | 364.37 | 18,947.12 | 6.57 | 368.01 | 19,136.59 |
| After three years | 7.20 | 403.43 | 20,978.15 | 7.28 | 407.46 | 21,187.93 |
| Lieutenant | 7.48 | 418.81 | 21,778.15 | 7.55 | 423.00 | 21,995.93 |
| Captain | 7.77 | 435.25 | 22,632.89 | 7.85 | 439.60 | 22,859.22 |
| Inspector | 10.88 | 435.25 | 22,632.89 | 10.99 | 439.60 | 22,859.22 |

SCHEDULE A (con't)

| Classification | 7/1/85 | | | 1/1/86 | | |
|-------------------|-------------------------------------|----------|-------------|-------------------------------------|----------|-------------|
| | hourly | weekly | annually | hourly | weekly | annually |
| | 1% of base rate which results in | | | 2% of base rate which results in | | |
| Starting pay | \$ 6.30 | \$352.58 | \$18,334.22 | \$ 6.42 | \$359.63 | \$18,700.90 |
| After six months | 6.42 | 359.75 | 18,706.86 | 6.55 | 366.94 | 19,081.00 |
| After one year | 6.64 | 371.69 | 19,327.96 | 6.77 | 379.13 | 19,714.52 |
| After three years | 7.35 | 411.53 | 21,399.81 | 7.50 | 419.77 | 21,827.81 |
| Lieutenant | 7.63 | 427.23 | 22,215.89 | 7.78 | 435.77 | 22,660.21 |
| Captain | 7.93 | 444.00 | 23,087.81 | 8.09 | 452.88 | 23,549.57 |
| Inspector | 11.10 | 444.00 | 23,087.81 | 11.32 | 452.88 | 23,549.57 |

Section 2 - Food Allowance

Members of the Fire Fighting Division shall receive a \$300.00 annual food allowance. After a thirty (30) calendar day absence, the Annual Food Allowance shall be discontinued prorata during the balance of such employee's absence.

Effective July 1, 1985, members of the Fire Fighting Division shall receive a \$400.00 annual food allowance. After a thirty (30) calendar day absence, the Annual Food Allowance shall be discontinued prorata during the balance of such employee's absence.

Section 3 - Inspector

"Inspector" in Classification for a minimum of five (5) years shall receive equivalent pay with the Fire Captain.

SCHEDULE A

Modify Section 1 - Wages as follows:

Effective with the First Payroll
Period on or after

| <u>7/1/83</u> | <u>1/1/84</u> | <u>7/1/84</u> | <u>1/1/85</u> | <u>7/1/85</u> | <u>1/1/86</u> |
|---------------|---------------|---------------|---------------|---------------|---------------|
| +2% | +2% | +2% | +1% | +1% | +2% |

20¢ COLA Roll-in effective with the first payroll period
on or after 7/1/83.

SCHEDULE "B"

Existing Insurance Coverage

A. Life Insurance.

\$15,000.00 per employee.

\$ 2,000.00 per retired employee for any employees retiring after July 1, 1979.

B. Medical Insurance.

The Comprehensive Blue Cross-Blue Shield Semi-Private Hospital Care Certificate; Riders D45NM; MVF-1, Riders DC*, ML, PPNV-1, FAE-RC, VST & Reciprocity; \$2.00 Prescription Drugs; Catastrophic Master Medical Option IV; COB-3, Sat-2 & Complementary Coverage Exact Fill.

Riders S, SD optional, if used. Cost paid by employee.

C. Dental.

Deductible: \$25.00 per individual, with a family limit of \$50.00**

Benefit: 100% of Covered Dental Expenses for Type I services;

85% of Covered Dental Expenses for Type II services;

50% of Covered Dental Expenses for Type III services.

Maximum Benefits: \$1,000.00 for all expenses in any one calendar year, except orthodontic expenses. This maximum applies separately to each insured family member.

\$500.00 for lifetime orthodontic expenses of children under age 19.

*Effective November 6, 1984, the City shall pay the cost of the rider where applicable and requested by eligible employees.

**The deductible is waived on Type I services.