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THOMAS GILES KAVANAGH

October 7, 1986

Michigan Employment Relations Commission
State of Michigan Plaza Building
14th Floor - 1200 Sixth Street
Detroit, Michigan 48226

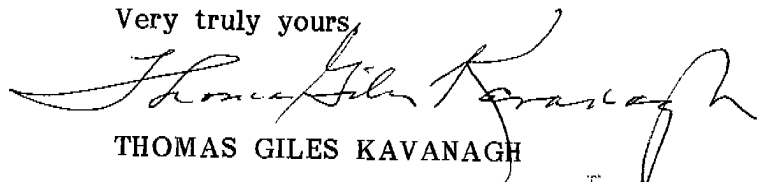
RE: City of East Lansing and East Lansing Fire Fighters Association
MERC Act 213
Case No. L85 D-435

Gentlemen:

The parties hereto were able to compose their differences after several days of hearing and have entered into an agreement, a copy of which is enclosed.

This effectively disposes of all issues raised in this matter.

Very truly yours,


THOMAS GILES KAVANAGH

TGK/plh

cc: Darwin Ranes, President
East Lansing Fire Fighters Association
Tom Dority, City Manager
City of East Lansing

Enclosure

RECEIVED
OCT 14 1986
CITY OF EAST LANSING
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Effective: July 1, 1985
through June 30, 1987

AGREEMENT BETWEEN
EAST LANSING FIREFIGHTERS
ASSOCIATION, LOCAL 1609
I.A.F.F.
and the
CITY OF EAST LANSING, MICHIGAN

STAMPED
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CITY OF EAST LANSING
MICHIGAN

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AGREEMENT

This agreement is entered into the 1st day of July, 1985, between the City of East Lansing, Michigan, hereinafter referred to as the "City," and Local 1609, International Association of Firefighters, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth the Agreement between the parties concerning rates of pay, wages and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. Employees Covered.

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

Section 2. Non-Discrimination.

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

Section 3. Definitions.

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

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

ARTICLE 2

PUBLIC SECURITY

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

ARTICLE 3

MANAGEMENT RIGHTS

The City on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the East Lansing Code and any modifications made thereto and any resolutions passed by City-elected officials, except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are limited by this Agreement are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract to the extent authorized by law and this Agreement or purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; (d) to determine the size of the work force and increase or decrease its size; (e) to hire, assign and layoff employees, to reduce the workweek or effect reductions in hours worked by combining layoffs and reductions in workweek; (f) to permit municipal employees other than Fire Department employees to perform bargaining unit work during an emergency;

(g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications; (i) to establish work schedules; (j) to discipline and discharge employees for just cause; (k) to adopt working rules not inconsistent with this Agreement after notification to the Union and affording the Union an opportunity to discuss the proposed rule; (l) to transfer, promote and demote employees; (m) to select employees for promotion or transfer and to determine the qualifications and competency of employees to perform available work.

ARTICLE 4

UNION MEMBERSHIP AND DUES OR COLLECTIVE BARGAINING SERVICE FEES

Section 1. Check-Off.

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

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

(C) The City will check off only obligations which come due at the time of check off and will make a check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for a refund to the employee if he has duplicated a check-off deduction by

direct payment to the Union.

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

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

Section 2. Union Security.

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

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

ARTICLE 5

UNION ACTIVITIES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 6

UNION BARGAINING COMMITTEE

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

ARTICLE 7

PROBATIONARY PERIOD

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

ARTICLE 8

LATE-FOR-DUTY CONTROL

Section 1. Definitions.

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

Section 2. Workday.

The workday begins at 7:30 a.m. for 50.4 hour personnel and 8:00 a.m. for 40.0 hour personnel.

Section 3. Reporting.

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

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

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

Section 4. Disciplinary Action.

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

Step 1

(A) From the date of the first late-for-duty occurrence, a one (1) year disciplinary period is established with the employee being so advised. The one year disciplinary period will be re-established with each succeeding late-for-duty occurrence. The first late-for-duty occurrence will result in the employee being notified by the City that additional late-for-duty occurrences will result in disciplinary action.

(B) If the first late-for-duty occurrence is for fifteen (15) minutes or less, there shall be no deduction from the employee's pay; however, for a late occurrence of longer than fifteen (15) minutes, an increment of pay equal to the time missed from work will be deducted from the employee's subsequent paycheck.

Step 2

(A) The second late-for-duty occurrence within a year will result in a written reprimand to the employee with a copy to go into his personnel file.

(B) An increment of pay equal to the time missed from work will be deducted from the employee's subsequent pay.

Step 3

(A) The third late-for-duty occurrence within one year will result in the employee being suspended without pay for the last two (2) hours of his shift.

(B) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 4

(A) The fourth late-for-duty occurrence within one year will result in the employee being suspended without pay for the last four (4) hours of his shift.

(B) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 5

(A) The fifth late-for-duty occurrence within a year will result in the employee being suspended without pay for the last eight (8) hours of his shift.

(B) An increment of pay equal to the time missed from work will also be deducted from the employee's subsequent pay.

Step 6

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

Step 7

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

Step 8

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

ARTICLE 9

SENIORITY

Section 1. Definitions.

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

Section 2. Loss of Seniority.

An employee shall lose his seniority if:

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

ARTICLE 10

PROMOTIONS

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

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

The promotional procedure is as follows:

Lieutenant

(A) Eligibility - top paid firefighter.

(B) Written examination:

(1) Prepared in-house by the training officer.

(2) The union may select a representative of the rank of Lieutenant or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.

(3) A 100 point exam will be prepared.

(4) Candidates will receive 1 point for each year of seniority up to a maximum of 20 points added onto their written exam scores.

(5) Notification of the exam will be given 4 weeks in advance of the exam date.

(6) The areas to be covered by the exam will be posted in the order of emphasis.

(7) A passing grade of 70 points is required.

(C) Personal Evaluation:

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

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

(3) A 70% rating or above is necessary to receive a passing mark on the evaluation procedure.

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

(D) Promotion Award:

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

Captain

(A) Eligibility - all Lieutenants plus the top four seniority firefighters.

(B) Written examination: weight 50%.

(1) Prepared in-house by the Training Officer.

(2) The Union may select a representative of the rank of Captain or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.

(3) A 100 point exam will be prepared.

(4) Notification of the examination will be given 4 weeks in advance of the exam date.

(5) The areas to be covered by the exam will be posted in the order of emphasis.

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

(C) Seniority: weight 25%. One point for each year of seniority to a maximum of 25 points.

(D) Oral Board: weight 25%.

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

(2) Must be 50 miles from the Department.

(E) Personal Evaluation:

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

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

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

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

(E) Promotion Award: The person with the highest total score who passes the personal evaluation shall receive the promotion. In case of a tie, the top seniority applicant of those who tied shall be promoted.

Deputy Commander

(A) Eligibility - Limited to all Captains and Lieutenants with 15 or more years of seniority on the Department.

(B) Written examination - 50 points.

(1) Limited to materials and text currently in use for the East Lansing Fire Department prepared professionally by the Training Council or Lansing Community College with direction from the Chief and Training/Command Officer.

(2) 70% passing score is required.

(3) Notification of the exam will be given four weeks in advance of the exam date.

(4) The areas to be covered by the exam will be posted in the order of emphasis.

(C) Seniority: 10 points. One point per year given for each year of service after 15 years with a maximum of 25 years.

(D) Oral Board: 15 points. Oral board composed of one Fire Chief, one Union representative and one person selected by the Fire Training Council. These people must be 50 miles away from the Department.

(E) Personal Record Review: 15 points.

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

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

(F) Promotion Award: The person with the highest total score will be selected for the promotion. In case of a tie, the top seniority applicant of those who tied will be promoted.

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

(1) holding his initial promotion score for a period of one year;

(2) reapplying through the promotional procedure when the next vacancy occurs.

ARTICLE 11

LAYOFF AND RECALL

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

ARTICLE 12

SALARIES

Commencing the first payroll period after July 1, 1985, all regular full-time employees covered by this Agreement are designated as being in salary classifications corresponding to their particular positions. The Firefighters' classification carries a minimum and maximum rate of pay with a provision for increases according to a uniform schedule. No employees shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification. The classification schedule shall be regulated as follows:

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

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

(C) Upon successful completion of the probationary period, Firefighters are eligible for the second salary increase applicable to their classification. Further increases shall be by successive steps of the schedule until the maximum rate is reached. Pay increases may be granted by the City Manager more frequently than the schedule allows when

recommended by the Fire Chief in writing and when an employee's exceptional qualifications or performance or when unusual employment conditions make such action desirable. The amount of the increase, however, would be as indicated in the step schedule.

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

ARTICLE 13

WORKING HOURS AND OVERTIME COMPENSATION

Section 1. Workweek.

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

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

(C) The regularly scheduled duty week for the Fire Prevention Bureau employees covered herein shall be forty (40) hours per week.

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

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

Section 2. Overtime Pay.

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

(A) Overtime pay at the rate of time and one half ($1\frac{1}{2}$) shall be paid employees of the firefighting unit for all work in excess of their regularly scheduled workday (24 consecutive hours).

(B) Overtime pay at the rate of time and one half ($1\frac{1}{2}$) shall be paid all 40 hour personnel for all hours in excess of their regularly scheduled workweek (40 hours).

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

(D) Fire Department personnel attending Department meetings while off duty shall be compensated with the payment of time and one half ($1\frac{1}{2}$) rate.

(E) Effective July 1, 1986, the overtime hourly rate of time and one half will be computed on the equivalent of a 50.4 hour workweek for all 50.4 hour personnel.

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

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

ARTICLE 14

LONGEVITY PAY

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

(A) Longevity pay will be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity bonus is due. The maximum amount of an employee's salary which is subject to longevity computation shall be \$12,000.00.

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

(C) Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

(D) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more years and less than 10 years	2% of annual wage
10 or more years and less than 15 years	4% of annual wage
15 or more years and less than 20 years	6% of annual wage
20 or more years of continuous service	8% of annual wage

ARTICLE 15

RETIREMENT

Each regular full-time employee shall become a member of the City's Retirement System, Municipal Employees Retirement System Plan, B-2 benefits. Effective July 1, 1988, the City will additionally provide the Municipal Employees Retirement Plan E-2 benefits. The City will continue to provide for the life of this Agreement a waiver of Section 47F of the Retirement Act, which allows an employee to retire at age 55 with 25 or more years of service with unreduced benefits.

Section 1. Definitions.

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

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

Section 2. Retirement Contribution.

(A) Effective the first payroll period in January, 1984, the contribution rate for members of this bargaining unit for retirement will be reduced from 5.0% to 1.0%.

(B) Effective the first payroll period in July, 1984, the contribution rate for members of this bargaining unit for retirement will be reduced from 1.0% to 0.0%.

(C) Paid retirement is considered wages for Act 312 purposes, but shall not be deemed wages with respect to overtime, longevity, educational bonus or other fringe benefit purposes in this Agreement.

Section 3. Blanket Resolution

Retirement credits for military service and other employment (Blanket Resolution).

Current employees must exercise their option to purchase service by June 30, 1988. There will be no blanket resolution available to new hires as of the signing of this agreement.

ARTICLE 16

SICK LEAVE

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

Section 1. Procedure.

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

Section 2. Eligibility.

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

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

Section 3. Computation of Benefits.

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

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

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

(D) Effective 7/1/86 through 6/30/88, all unit employees would have the right to payment of 50% of their accumulated unused sick leave up to a maximum of 2,000 hours upon retirement, except that no employee taking a deferred retirement is eligible for a sick leave payout.

(E) Effective 7/1/86 through 6/30/87, all unit employees would have the right to payment of 50% of their accumulated unused sick leave up to a maximum of 1,600 hours for a non-duty related death; and 100% of their accumulated unused sick leave up to a maximum of 1,600 hours for death while on duty or a duty-related death.

(F) Upon expiration of Section 3(D) & (E), all unit employees would have the right to payment of 50% of their accumulated unused sick leave up to a maximum of 1,200 hours upon retirement or non-duty-related death, except that no employee taking a deferred retirement is eligible for a sick leave payout; and 100% of their accumulated unused sick leave up to a maximum of 1,200 hours for death while on duty or a duty-related death.

ARTICLE 17

WORKER'S COMPENSATION

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

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

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

Section 2. Duty-Disability or Death Benefit.

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

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

(B) Recomputation of Supplement. When the employee attains or would have attained the age and service years for normal retirement, the City will compute a normal retirement benefit determined by the years of service the employee would have attained if not disabled or killed, and the average of the actual contract salary for the previous five years for his or her last rank held prior to the recomputation date. If, as a result of this computation, a normal retirement benefit is higher than the computation as specified in (A) above, the City will supplement worker's compensation payments and disability retirement benefits so that the combined benefit will equal the normal retirement benefit, and will make such additional payments to the employee until age 70 or their surviving spouse until age 70.

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

1. When the employee attains age 70 at which time he or she will be eligible to receive whatever other benefits entitled to under the collective bargaining agreement.

2. When the employee has a non-duty-related death, at which time the spouse will be eligible to receive whatever other benefits entitled to under the collective bargaining agreement.

3. When the spouse of an employee who has had a duty-related death reaches age 70, remarries or dies.

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

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

1. The employer may require a disabled employee to undergo periodic medical examinations by or under the direction of a qualified medical advisor selected in accordance with the provisions of the Municipal Employees' Retirement Act. If a disabled employee refuses to submit to a medical examination, payment of the supplemental benefit may be suspended by the employer until withdrawal of the refusal.

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

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

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

(G) Miscellaneous Provisions

1. All years on disability under this provision will be credited towards years of service for purposes of service retirement.
2. In order to establish or continue to be eligible for supplemental benefits under this provision, the employee and/or spouse, must make prompt application for workers compensation disability retirement benefits and all other available benefits and must cooperate fully with the City in completing and filing all forms as promptly as reasonably possible.
3. In the event an employee's status as being disabled in the line of duty is terminated, revoked or suspended by the Worker's Compensation Board, an arbitrator selected by the parties in accordance with the terms of this agreement, or a court of competent jurisdiction, eligibility for this supplemental benefit shall similarly be suspended until such time as the employee's disability status is reinstated.
4. The term "spouse" as used in this provision shall be defined as the spouse of record at the time of the duty-related death or at the time when the duty-related disability first occurred. No other spouse of an employee receiving a supplemental benefit shall be entitled to any benefits under this provision of the agreement.
5. If, in the future, social security is mandated for the East Lansing Fire Department by federal law, the Union and the City will meet and discuss the treatment of such social security benefits under this provision.

ARTICLE 18

VACATION LEAVE

Section 1. Procedure.

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

(A) Annual vacations will be scheduled between June 1st and May 31st.

(B) Vacation may be taken in no less than twenty-four (24) hour increments, or no less than one day at a time.

(C) (1) The first choice on a split vacation will be so indicated on the application form. The choice must be applied for by May 1st, and station seniority will prevail.

(2) The second choice must be so indicated and must be applied for by June 1st. Station seniority will prevail.

(3) The third choice must be so indicated and must specify the use of all remaining vacation except for two vacation days. The third choice must be applied for by January 1st. The third and all subsequent choices will be so indicated by number and will be on a first come, first serve basis.

(4) The fourth choice must be so indicated and must specify the use of all remaining vacation days. The fourth choice must be applied for by April 1st.

(5) All choices will be submitted in their numerical order regardless of the date(s) applied for.

(D) The services of a Relief Man, in connection with vacation time, may be used at any time.

(E) Earned compensatory time and the personal leave day may be added to a vacation request at the employee's discretion, subject to prior approval by the Chief.

(F) All first and second choices not made prior to the designated dates above will be forfeited and the employee will have to fit his time in when available.

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

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

Section 2. Eligibility

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

Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he has completed 6 months of service at which time he will be credited with 2½ working days for 24 hour personnel and 52 hours of vacation leave time for 8 hour personnel.

Section 3. Computation of Benefits.

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

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

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

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

Section 4. Vacation Leave Accrual.

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

Up to 5 years service - five (5) full working days per year with a total length of time away from station not to exceed 17 days.

Five years but less than 10 years service - six (6) full working days per year with a total length of time away from station not to exceed 20 days.

Ten years but less than 15 years service - seven (7) full working days per year with total length of time away from station not to exceed 23 days.

Fifteen or more years of service - nine (9) full working days per year with a total length of time away from station not to exceed 29 days.

As to personnel assigned to the eight hour day/40 hour workweek, the vacation schedule shall be as follows:

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION ACCRUAL</u> <u>DAYS/YEAR or HOURS/YEAR</u>	
Date of employment - 5 years	13	or 104
6 years through 10 years	14	or 112
11 years through 15 years	18	or 144
16 years and over	23	or 184

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

ARTICLE 19

HOLIDAY LEAVE

50.4 hour personnel covered under this Agreement will receive in lieu of holiday leave \$55.00 per authorized holiday whether such holiday be worked or not. For the term of this Agreement, there will be eleven authorized holidays per year, as follows:

New Years Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veterans Day	

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

New Years Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Half-day Christmas Eve Day
Labor Day	Christmas Day

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

ARTICLE 20

PERSONAL LEAVE DAYS

Section 1. 50.4 Hour Employees.

All 24 hour bargaining unit employees shall be entitled to one (1) non-accumulating personal leave day per fiscal year for personal business. This personal leave day may be taken in two hour increments once per calendar month and otherwise in increments of not less than four hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible. A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day.

Section 2. Forty Hour Employees.

The Fire Inspector and Fire Marshall shall be entitled to three (3) non-accumulating personal leave days per fiscal year for personal business to be utilized in increments of not less than 2 hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible. A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day. In the event personal leave benefits for non-unionized City employees should change during the life of this Agreement, the Fire Inspector and Fire Marshall would be eligible for those newly-conferred personal leave benefits.

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

ARTICLE 21

LEAVES OF ABSENCE - OTHER LEAVE

Section 1. Funeral Leave.

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

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

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

Section 2. Leave of Absence.

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

(A) Illness leave (physical or mental).

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

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

Section 3. Military Reserve Leave.

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

between an employee's regular pay and military pay will be allowed for a period of not more than two weeks. Employees who, subsequent to their date of hire, desire to become active members of an armed forces reserve unit must secure written permission from the Fire Chief.

Section 4. Leave Time for Union President.

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

Section 5. Jury Duty or Witness Time.

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

Section 6. Other Leave.

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

ARTICLE 22

FOOD REIMBURSEMENT ALLOWANCE

Effective the first payroll period in June, 1986, the food reimbursement allowance shall be \$550.00 per year. Effective the first payroll period in June, 1987, the food reimbursement allowance shall be \$560.00 per year. This reimbursement allowance shall be paid annually the first payroll period in June for the fiscal year ending on the last day of that month. Employees who terminate, resign or retire during the fiscal year shall be entitled to their food reimbursement allowance computed to the last day of employment and payable at the date of severance of employment.

ARTICLE 23

UNIFORM ALLOWANCE

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

ARTICLE 24

GROUP LIFE INSURANCE

After completion of six (6) months full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$20,000.00.

ARTICLE 25

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

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

The above Hospital, Medical and Surgical insurance shall be made available to retirees at the group insurance rate provided that the individual retiree pay the group premium. The City will pay the premium for medical coverage for the retiree and spouse only for those employees who retire under the Michigan Employees Retirement System, pursuant to the provisions of the Section 47(f) waiver at age 55 or older with 25 years or more of service. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse.

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

ARTICLE 26

DENTAL INSURANCE

The City and Union agree to place into effect a dental insurance plan effective July 1, 1981. The dental insurance plan shall provide the benefits listed in Appendix B hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits.

ARTICLE 27

GRIEVANCE AND ARBITRATION

Section 1.

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

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

Step 5

Arbitration. The Union hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties over the interpretation or application of the matters which are covered in this contract or which, by addendum, may be added to this contract.

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

(1) regarding any issues other than the issue(s) presented to the arbitrator;

(2) contrary to, or inconsistent with, or modifying or varying the terms of this agreement;

(3) changing, altering, or modifying any policy or reasonable rule established by the City, so long as such policy or reasonable rule does not conflict with this agreement.

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

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

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

(E) In the event the grievance is granted in its entirety, the City shall pay costs of the arbitration. In the event the grievance is denied in its entirety, the Union shall pay the costs of the arbitration. In the event there is any other disposition of a grievance, the costs shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, transcript and court reporter attendance fees, and the cost of the hearing room. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

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

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

Section 2. Rules of Grievance Processing

(A) Whenever a grievance arises, an employee may present said grievance to his immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this agreement, provided that the employee's representative has been given the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his first line supervisor to discuss the grievance. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their required duties.

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

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

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

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

ARTICLE 28

MEETINGS

Section 1. Special Conferences.

The City and the Union agree to meet and confer on matters of clarification of the terms of this agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this agreement. Special meetings shall be within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four persons at special meetings at least three (3) of which shall be full-time employees of the City of East Lansing. No more than two on-duty members of the Union will be permitted time off for the special conference. Employee representatives of the Union attending special conferences will be paid by the City for time spent at the special conference, but only for the straight time hours they would otherwise have worked on their regular work schedule.

Section 2. Officers' Meetings.

The City agrees to schedule at least eight officers' meetings during each of the 2 fiscal years. The Captains shall be invited to attend at least five of those eight meetings. Any Captain who is off-duty when any 1

of the above 5 meetings is scheduled has the option of either attending or remaining off-duty. The scheduling, duration, conduct, and agenda for these meetings shall remain within the sole discretion of the Chief provided that a portion of each meeting shall be reserved for "new business". All officers attending these meetings shall be compensated at the rate of 1-1/2 times their regular hourly rate for the time spent in the meeting

ARTICLE 29

MAINTENANCE OF CONDITIONS

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

ARTICLE 30

DESIGNATED PAY FOR ACTING RANK

Section 1. Acting Captain.

Effective July 1, 1986, a Lieutenant who is called upon to serve as the acting Captain shall, beginning the first shift worked, receive eleven (\$11.00) dollars for each shift worked as the acting Captain.

Section 2. Acting Deputy Commander.

A Captain who is called upon to serve as the acting Deputy Commander for at least one-half of his shift or more will receive eleven (\$11.00) dollars for each such occasion.

Section 3. Acting Command Pay.

A Deputy Commander assigned by the Chief to act in his absence for four (4) or more hours will receive fifteen (\$15.00) dollars for up to one-half (1/2) of the shift or thirty (\$30.00) dollars if acting for longer than one-half (1/2) of the shift.

Section 4. Pyramiding.

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

ARTICLE 31

EDUCATIONAL ALLOWANCE

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

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

ARTICLE 32

MINIMUM MANPOWER

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

ARTICLE 33

EMT ALLOWANCE

Effective 7/1/85, any certified EMS Personnel who is assigned EMT duty one day out of the calendar month shall be entitled to \$30.00 per month for each month assigned to this duty. Effective 7/1/86, all certified EMS Personnel designated active or inactive shall be entitled to \$40.00 per month whether assigned to EMT duty in that month or not. EMT duty payments will be made quarterly and shall not be considered part of the contractual wage rate. EMT duty payments shall not be considered as compensation for the purpose of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement.

The City and the Union have agreed that there will be no more than 16 active EMS Personnel and there will be no more than 8 inactive EMS Personnel. Incorporated by reference herein is the memorandum of 9/17/84 to Darwin Raney from Michael Benedict specifying the agreement made between the Union and the City regarding EMS Personnel staffing. (Attached as Exhibit A.)

ARTICLE 34

MISCELLANEOUS

Section 1. Addresses and Telephone Number of Employees.

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

Section 2. Resignation.

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

Section 3. Supplemental Agreements.

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

Section 4. Conformance with State Law.

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

Section 5. Separability.

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

ARTICLE 35

DURATION

Section 1. Duration.

This agreement shall be effective the 1st day of July, 1985 and shall remain in force and effect to and including June 30, 1987.

Section 2. Future Negotiations.

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

Section 3. Extension.

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

Section 4. Superceding Language.

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

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

CITY OF EAST LANSING, MICHIGAN,
a Municipal Corporation

By: John Czarnecki
John Czarnecki, Mayor

By: Michael Benedict
Michael Benedict, City Clerk

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

By: Robert Condon
Robert Condon, President

By: Darwin R. Ranes
Darwin Ranes

By: Joseph Clevenger
Joseph Clevenger

By: Barry Fenn
Barry Fenn

By: Bruce Hicks
Bruce Hicks

Dated at East Lansing, Michigan
September 24, 1986

APPENDIX A

CLASSIFICATION DATA

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

<u>Classification</u>	<u>Effective 7/1/85</u>	<u>Effective 6/30/86</u>	<u>Effective 12/29/86</u>
Fire Fighter			
Minimum	\$19,734.62	\$20,520.86	\$20,520.86
6-Months	20,180.16	20,992.61	20,992.61
1-Year	20,861.57	21,700.22	21,700.22
2-Years	21,962.30	22,853.38	22,853.38
3-Years	23,403.74	24,347.23	24,347.23
4-Years	25,788.67	26,810.78	26,810.78
Lieutenant	26,522.50	27,570.82	28,409.47
Captain	27,859.10	28,986.05	30,034.37
Deputy Commander	29,850.91	31,056.48	31,633.06
Fire Inspector	29,848.00	31,033.60	31,636.80
Fire Marshall	32,531.20	33,841.60	33,841.60

APPENDIX B

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

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

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

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

(a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed and while the individual is covered under the plan;

(b) The existing denture or bridgework cannot be made serviceable and, at least five years have elapsed prior to its replacement; or

(c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

17. Orthodontic treatment (including correction of malocclusion).

Effective August 19, 1986, the foregoing benefits shall be provided in a manner such that the City's insurance carrier shall pay 100% of costs of any diagnostic and preventative Type A services; 50% of services designated Type B & C by the carrier up to an annual maximum benefit of \$1,000.00 per person; and 50% Type D orthodontic treatment up to a lifetime maximum of \$1,000 per person. Coverage for orthodontic treatment shall be limited to persons 19 years of age or under.



September 17, 1984

Mr. Darwin Ranes, President
Local 1609, IAFF
East Lansing Firefighters Association
East Lansing, Michigan 48823

Dear Mr. Ranes:

This shall serve as a letter of understanding regarding services provided by East Lansing Firefighters who are Emergency Medical Technicians. The current agreement to maintain 16 active and 8 inactive EMT's will remain as it is in the current collective bargaining agreement (Article 33, EMT Allowance, paragraph 2, lines 1 through 3); however, the provisions limiting the number of times that an inactive EMT may be used in a 12 month period will be eliminated in lieu of the following procedures for utilizing inactive EMT's:

- 1) Inactive EMT's will not be assigned to EMS units when there are sufficient active EMT's on duty to operate our two EMS vehicles.
- 2) EMT's with the highest skills level and certification will be assigned first whenever possible.
- 3) When assigning inactive EMT's under this procedure, the most junior inactive EMT will be assigned first unless a more senior person requests the assignment.

EXCEPTIONS:

- 1) The department reserves the right to assign active EMT's to fire suppression units ahead of employees on inactive status, providing such assignment is required in order to maintain normal service levels.
- 2) Upon acceptance of this proposal by Local 1609, IAFF, the department will cease to use employees who are now certified Ambulance Attendants.

This policy will have an effective date of October 15, 1984. Thank you for your consideration.

Sincerely,

Michael Benedict
Human Resource Director

Received and Approved: Darwin R. Ranes
Darwin Ranes, President

9-24-84
Date

cc: Jack Gregg
Walt Dixon

OCT 14 AM 9:30
EAST LANSING, MICHIGAN