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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

STATUTORY ARBITRATION TRIBUNAL

In the Matter of the Arbitration Between:

CITY OF PONTIAC EMPLOYER

-and-

MERC ACT 312
Case No. 83-L-2582

PONTIAC FIREFIGHTERS UNION,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 376

PANEL'S OPINION AND AWARD

I. APPEARANCES

For the Employer:

Barbier, Goulet, Petersmark,
Tolleson & Mead
by: Douglas C. Dahn, Esq.

Attorneys

Harold J. Warell

Delegate and Deputy
Director of Labor
Relations

For the Union:

Gregory, VanLopik, Moore,
and Jeakle
by: Gordon A. Gregory, Esq.

Attorneys

Anthony Zografos

Delegate and Local
Union President

II. PRELIMINARY STATEMENT

The parties' labor agreement expired June 30, 1984. Negotiations for a subsequent agreement were inconclusive, resulting in a bargaining impasse. This panel is created under the authority of the Michigan Employment Relations Commission

(hereinafter MERC), pursuant to the authority of Act 312 of the Public Acts of 1969, as amended. That agency maintains a list of neutral arbitrators for the resolution of contractual impasses in the collective bargaining disputes between municipalities and police or fire personnel. The chairman was appointed to hear this dispute by letter dated November 19, 1984.

A pre-arbitration conference was held in the Pontiac City Hall on January 25, 1985. The large number of outstanding issues were substantially reduced, and numerous agreements were made.

The parties agreed the contract term will be for three years, commencing July 1, 1984. Retroactivity of benefits, or lack thereof, is to be inherent part of each offer, so no separate retroactivity issue is to be decided. All issues were denominated as "economic", except the affirmative action issue which is "noneconomic".

Hearings were held on January 30, February 6 and February 11, 1985. All witnesses were sworn and a verbatim record made. Fifty-one exhibits with numerous sub parts were received.

The parties have entered into the following stipulations:

1. The panel has jurisdiction over the subject matter and all statutory time limits are waived;
2. The term and duration of the collective bargaining agreement is from July 1, 1984 through June 30, 1987;
3. All benefits ordered by the panel will be retroactive to the effective date of the collective bargaining agreement unless otherwise specifically designated for a particular benefit or issue;

4. All tentative agreements and previously read and proofread collective bargaining agreements shall be expressly incorporated as a part of the award of the panel;
5. Comparable communities for purposes of applying the factors contained in Section 9 of the Act are: Ann Arbor; Dearborn, Dearborn Heights; Detroit; Lincoln Park, Livonia; Roseville; Royal Oak; Sterling, Heights; Southfield; Taylor; and Westland.

Final best offers were exchanged through the arbitrator on March 1, 1985.

Executive sessions were held by the panel during and subsequent to the hearings, the last occurring on April 29, 1985.

III. STATUTORY FRAME WORK

The purpose of an Act 312 Arbitration is the peaceful resolution of labor disputes in the public sector. To this end, the Act provides for "compulsory arbitration of labor disputes in municipal police and fire departments." The general statement of statutory policy is enlightening. Found at Michigan Compiled Laws Annotated (MCLA) 423.231, and Michigan Statutes Annotated (MSA) 17.455(31), it says:

Sec. 1. It is the public policy of this state that in public police and fire departments, where the right of employees to strike is by law prohibited, it is requisite to the high morale of such employees and the efficient operation of such departments to afford an alternate, expeditious, effective and binding procedure for the resolution of disputes, and to that end the provision of this

act, providing for compulsory arbitration, shall be liberally construed."

The law further defines "policemen" and "firefighters" [MCLA 423.232; MSA 17.455(32)]; establishes methods and times of initiating the proceedings [MCLA 423.233; MSA 17.455(33)]; provides for the selection of delegates [MCLA 423.234; MSA 17.455(34)]; and establishes the method for selection of the Arbitrator [MCLA 423.235; MSA 17.455(35)].

It also sets forth procedural timetables;¹ has a provision for the acceptance of evidence;² and allows that the panel may issue subpoenas and administer oaths. [MCLA 423.237; MSA 17.455(37)]. The dispute can be remanded for further collective bargaining. [MCLA 423.237a; MSA 17.455(37a)]³ [MCLA 423.239; MSA 17.455(3a)]. Further, the law provides for enforcement, judicial review, maintenance of conditions during the pendency of the proceedings. [MCLA 423.240-247; MSA 17.455(47)].

Finally, at or before the conclusion of the hearing, the panel is required to identify each issue as "economic" or "noneconomic". The classification is critical. The panel may adopt either party's offer or its own position on a non-economic issue. However, on an economic issue, the "arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies" with the factors set forth in the statute. [MCLA 423.238; MSA 17.455(38)]; (emphasis added). In other words, the panel must choose the more reasonable of the parties' two offers. Therefore, in a very real

* Footnotes appear at pages 36-38

sense, Act 312 proceedings are not "won" by a party; they are "lost" by the party making the more unacceptable demands in light of the facts confronting them.

On contested issues, the panel must base its findings on the statutory criteria. There are ten.⁴ MCLA 423.239; MSA 17.455(39) states in relevant part:

. . .the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

IV. OPINION

A. Introduction

Act 312 arbitration is an extension of the collective bargaining process. Ideally, the arbitrator should seek solutions which are: (1) proper under the terms of the statutory criteria; and (2) the plausible result of voluntary collective bargaining, if the parties had the right to strike or lock out. Unfortunately, the independent fulfillment of each of those goals could lead to different results.

Fortunately, the chairman believes both goals are served by the solutions indicated below. The arbitrator has reviewed each of the statutory criteria as they may apply to the respective issues, and has concluded those criteria and the record before the arbitrator virtually command the determinations.

To understand the arbitrator's conclusions, four basic items should be considered:

1) Prior to reaching impasse, the parties freely negotiated a labor agreement resolving all their disagreements. This agreement was rejected by the City Council upon its determination that:

"Whereas, the City Council, after due deliberation, finds that it would not be in the best interests of the City to approve said agreement for the reason that the overall financial impact on the City over the term of the agreement is greater than it is financially prudent to assume [sic], and is greater than the present circumstances would justify.

Now, Therefore, Be It Resolved, that the proposed 'Collective Bargaining Agreement' is hereby not approved.

Be It Further Resolved, that the City negotiators are hereby directed to renew collective bargaining with Local #376 in an attempt to satisfy City Council concerns by negotiating a collective bargaining agreement which lessens the financial impact on the City."

The resolution was unanimously adopted.

Nevertheless, the arbitrator is of the opinion that a party seeking to deviate from the proposed settlement, has the "laboring oar"--that is, the burden of justifying the change;

2) The arbitrator firmly believes all the issues, whether denominated "economic" or "non-economic", should be evaluated as part of a total package. Thus, the resolution of one issue can have an affect on the resolution of others. The arbitrator must look at the totality of the negotiations and contract, and not consider provisions in isolation;

3) On economic issues, there has been a significant erosion of the bargaining unit's relative position. Hard economic times for the City resulted in firefighter wage freezes for the years 1980 to 1982. Consequently, the Pontiac compensation package, which has historically been the best among the comparable cities, moved to the very bottom. This has a clear bearing on the propriety of various proposals, and is a problem that deserves remedy as better times return; and

4) The Pontiac Fire Department is unique in four distinct ways:

- a) it is a superlative organization, with a class three rating. This is the highest rating in all Oakland County, and ranks favorably in comparison to all other departments in the state (the highest Michigan ranking is a class two);
- b) with the exception of Detroit, Pontiac has the largest minority population (44.8%), and like Detroit, the Mayor and much of the city council and administration are minorities;
- c) the city voters have strongly supported the Firefighters. In 1982, a referendum passed creating a minimum manning requirement ["not less than one fireman for every 20,000 residents of the city" on each shift], created an Emergency Medical Service (EMS), and instituted an additional property tax of \$2.00 on each \$1,000.00 of assessed valuation; and
- d) this is a dense, highly urbanized environment, with a large itinerant day time population, and significant manufacturing and clerical operations. It has a non-resident income tax, and as such is similar only to Detroit among the comparables.

B. Noneconomic Issue

Issue 5. Affirmative Action:

Few issues in recent years have stirred as much debate as the use of affirmative action. Indeed, no Executive, Legislative, and Judicial excursions into the troubled waters of reverse discrimination have commanded as much public attention or garnered such severe criticism. Paradoxically, no one is satisfied with the means employed to achieve racial equality, or the goals achieved.

Many complain that affirmative action forces white employees to carry the onerous burden of remedying past discrimination, an evil they had no hand in creating. It is said they are paying for the sins of their fathers.

Members of minority races are similarly displeased. Many traditionally segregated job categories are still under represented, resulting in a persistent disparity between the proportion of minorities living in the community and the proportion employed within the job category. Further, while many of the obstacles barring entry have been removed, seniority provisions have kept minority employees from reaching the top.

The City of Pontiac and the Pontiac Firefighters are an unintended example of this problem. Pontiac is a city in transition. In the recent past the vast majority of the population was white, with a small but ever increasing composition of minority population. Today, the white majority has fallen to a bare 50% of the population. Blacks, hispanics, and "others" respectively comprise 37, 7, and 1% of the population. Further, the mayor is black, and the city council and administration have a substantial number of minority

employees. Blacks make up 15.5% of the Pontiac Police Sergeants Association, and 20% of the Pontiac Police Officers Association. 27.1% of all City employees are Black, 5.6% are Hispanics and 2% "other".

Conversely, in the 130 person fire department, there are 16 Blacks (12.4%), 2 Hispanics (1.5%), and 2 American Indians.

At the onset of the hearing the Union insisted that the then current language be maintained. That would require hiring and promotions based upon the civil service law applicable to fire and police personnel, Act 78 of Public Acts of 1935.

The City responded by proposing the following language:

"Amend Civil Service procedures as follows: Dual lists will be established with one list being all candidates in total score order and the second list a special list of the minorities, including women, in total score order. Hiring will be made from the first list in order except that at least one minority must be hired of every three hires. In order to achieve this the second list will be used if there is not at least one minority for every three hires from the first list. This dual list procedure will be in effect through 1989.

Promotions: (Article V, Section 6
(page 9)

Amend contract as follows: Dual lists will be established with one being in score order for all the candidates and the second list being the minorities, including women, in score order. Promotions are to be made from the first list except that at least one minority will be promoted out of every three promotions. The second list will

be used to accomplish this if the first list does not result in at least one minority promoted out of every three promotions. The dual list will be in effect through 1989.

Eligibility: Seniority in rank for eligibility to test for Captain and Assistant Chief will be one and one-half years (1 1/2) effective July 1, 1984 (contract date).

The Union has countered with the following proposal:

Effective with the date of the Arbitration Award, add the following as NEW subsections C and D to Article V., Section 6. Promotions of the collective bargaining agreement:

- C. "The City's Affirmative Action Plan which is the rule of three in blocks of three for minorities only expires June 30, 1987. Provided, however, the "weight of examination" and seniority requirements in effect July 1, 1984 shall remain in effect and not be changed unless agreed to by the Union.

Examples:

Fire Inspector

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

Engineer

Written Test	40%
Performance Test	45%
Seniority	15%

- D. Hiring. An applicant must obtain a passing grade of 70% on the written examination to be placed on the eligibility list for employment. All other employment requirements will be pass or fail."

The problem for the panel, Union and City is to come to terms with this problem and implement the best possible solution for all.

Seven factors must be examined.

First, when government accords different treatment to different persons on the basis of racial considerations, there must be a strong basis for the difference. Clearly not every imbalance will support a preference. There must be a disparity that will support affirmative action. The Panel believes that the persistence of imbalance within the Fire Department when compared to the community as a whole is such a disparity.

Second, the City of Pontiac is in the throes of transition. While the racial composition of the city has been dramatically altered, the Fire Department is relatively unchanged. Fortunately there is no evidence or hint that the ugly hand of discrimination has played a part in this. Instead, while the City has changed, very few positions within the Department have been vacated that would allow the hiring of minority applicants. Thus, the Fire Department has had little or no opportunity to hire the personnel that would reflect that change. Further, the Panel is encouraged by the tremendous progress in hiring minorities when positions have become available. In particular, the firefighters did not oppose the City's August 19, 1983 proposal for a "one time only hiring procedure" which was in fact implemented by the Pontiac Fire Civil Service Commission.

Nevertheless, the Panel is convinced that a Fire Department reflecting the composition of the community is in the

interest of both the parties and the community. Integration and racial equality are promoted, the benefits of government employment are spread throughout the community. Everyone has a greater stake in actively supporting the Fire Department. Anger, frustration and criticism fomented are removed as integration replaces imbalance. There is no doubt that the current composition of the Fire Department is perversely imbalanced by reflecting the City's past makeup. That the City has changed while the firefighters have not is due, in part, to the lack of openings caused by retirement and hard economic times. By providing an affirmative action program, combined with retirement incentives, the Union and the City will provide an opportunity for all employees to benefit. New job openings, at both the entrance level and higher levels, will immediately be created for all employees and groups, not just minorities.

Third, the City is caught in a painful dilemma. On the one hand it is pressured by various minority groups, and large voting blocks to adopt a race-conscious affirmative action plan designed to be more reflective of the community composition as a whole.

On the other hand, it presumably has a number of employees in the Fire Department that are very concerned about suffering the burdens of affirmative action. These concerns may be transformed into lawsuits by nonminorities who insist the proposed affirmative action involves illegal "reverse discrimination". In any event, any affirmative action plan must

properly deal with that reality in the context of the requirements of Title VII.⁵

Fourth, the Chairman believes that the City and the Union would be foolish to ignore a problem until a Civil Rights complaint arises. Significant, potential liability can and should be eliminated by taking firm steps now. The City and the Union should react to the change in the composition of the community by creating and implementing a voluntary program before being forced to accept an involuntary solution. In short, the City and Union have a unique opportunity to correct an imbalance existing between the Fire Department and the community. It should not be wasted.

Fifth, considerations of Department morale and necessity for maintaining a fine Fire Department dictate that the burden on the employees of affirmative action be kept to a minimum. History teaches us that there are high costs associated with an undue emphasis on racial composition that ignores necessary skill and competency requirements. In short, the City, and the citizens of Pontiac cannot afford to integrate solely for the purposes of integration. The citizens of the community deserve the continued protection of this fine department. Anything less is a betrayal of the public trust.

An important distinction between the City and Union proposals is that the Union seeks to maintain present criteria for selection and hiring, while the city seeks to dilute those factors. The Union's offer is better in that aspect.

Sixth, it is understood that the City's proposal has been tentatively approved by the Michigan Department of Civil Rights, provided it is made a part of the collective bargaining agreement.

The issue, however, is not what a court or the Equal Employment Opportunity Commission could or would do. Rather, the fundamental thrust must be what the parties, through their bargaining agents, could voluntarily do through collective bargaining.

The above analysis has led the panel to conclude that an affirmative action program, coupled with maintenance of recruitment standards and combined with retirement incentives, is in the best interests of all concerned. In substantive and procedural aspects, the Panel has created a plan that is markedly different from the normal product of the governmental decision making process. The Panel is not going to alter provisions for seniority, layoff or recall procedures to accomodate affirmative action. No white employees will be displaced. Instead, it is going to allow the parties to remedy a potentially explosive problem through encouraged attrition. Further, by its terms, this is a temporary and not a permanent program.

The Panel is convinced this is a fair solution to the problems faced by the parties. Current employees will not suffer the burdens normally associated with affirmative action. Further the composition of the City government suggests that newly hired minorities will not be quickly terminated in times of budgetary crunch. Thus, old line employees should be protected from

displacement. The following language, which adopts the City's plan and incorporates some Union refinements, is therefore adopted:

"Amend Civil Service procedures as follows: Dual lists will be established with one list being all candidates in total score order and the second list a special list of the minorities, including women, in total score order. Hiring will be made from the first list in order except that at least one minority must be hired of every three hires. In order to achieve this the second list will be used if there is not at least one minority for every three hires from the first list. This dual list procedure will be in effect through 1989.

Promotions: (Article V, Section 6

- C. Dual lists will be established with one being in score order for all the candidates and the second list being the minorities, including women, in score order. Promotions are to be made from the first list except that at least one minority will be promoted out of every three promotions. The second list will be used to accomplish this if the first list does not result in at least one minority promoted out of every three promotions. The dual list will be in effect through 1989.
- D. Eligibility: Seniority in rank for eligibility to test for Captain and Assistant Chief will be one and one-half years (1 1/2) effective July 1, 1984 (contract date).
- E. Provided, however, the "weight of examination" and seniority requirements in effect July 1, 1984 shall remain in effect and not be changed unless agreed to by the Union.

Examples:

Fire Inspector

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57.5%

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Maximum Seniority	22.5%

Engineer

Written Test	40%
Performance Test	45%
Seniority	15%

Hiring. An applicant must obtain a passing grade of 70% on the written examination to be placed on the eligibility list for employment. All other employment requirements will be pass or fail."

C. Economic Issues

Issue 1. First year wages and annuity withdrawal:

Concerning economic issues, there are three distinct issues on wages. Therefore, the panel may properly choose one year from one side, and two years from the other, as appropriate.

The parties agreed that the Panel would consider the first year wages and annuity withdrawal as one economic issue.

The City offers across-the-board increase of six (6%) percent effective October 1, 1984, plus an annuity withdrawal with an offset effective January 1, 1985.

The Union proposes an eight (8%) percent across-the-board increase effective October 1, 1984, plus Annuity Withdrawal by amending Article VII to add a new Section IV as follows:

Section IV. Contributions effective January 1, 1985, employees contributions to the Pension Plan will be refunded at the time of retirement.

In evaluating the City's and Union's positions on the first year wage/annuity withdrawal, the arbitrator has taken account of the settlement of the parties. That settlement called for first year wages of 7%, plus a grant of the annuity withdrawal request, without penalty, and effective July 1, 1984. It is significant that the City's budgetary and labor relations professionals deemed the contract terms within the City's ability to pay. The City Council has rejected their counsel.

As to wages, ability to pay and historical ranking are exceedingly important. The ability to pay must be treated as a threshold question. Common sense requires that the union cannot extract blood from a stone.

Here, the City is financial healthy. This does not give the union license to raid the public treasury, but it is a important and relevant factor, where the union accepted extended wage freezes.

The City admits that it at least has the ability to pay its own offer. Indeed, an examination of the total City budget establishes beyond peradventure that Pontiac has the funds to pay either wage offer. Although City Council rejected the agreement, and concluded there was insufficient funds, the unvarnished truth is that the council's analysis, if it is based upon the data presented to this panel, was wrong.

Furthermore, since the contract was presented to the council, Pontiac has done exceedingly well in balancing its budget, Deputy Mayor K. Joseph Young acknowledged that the 1983-84 fiscal year would close with a 2.328 million dollars

surplus in the general fund budget. Indeed, he admitted the "sign of a healthy city is a healthy fund balance", despite his articulated reservations about the City's future.

Also, the City's recent income tax revenues and share of tax collection are substantially higher than predicted at the time of the council rejection. Tax collections should be 1.4 million dollars more than anticipated due to the larger than expected upturn in the state and local economy.

A significant factor in tabulating the cost of a settlement must be the wide range of seniority within the department. Many of the City's exhibits based cost calculations upon the top salary scale, so wage costs were overstated. This overstatement becomes more even significant if top-rated personnel are induced to retire, and are replaced by less senior and less expensive individuals.

Finally, the arbitrator is mindful of the significant cost of maintaining the Pontiac Fire Department. The annual financial cost for city residents was recently calculated at \$87.33, which placed Pontiac number one within the comparable cities. Nevertheless, the lack of non-resident income taxes in all comparables but Detroit, plus the impact of federal revenue sharing to central cities, should be taken into account. Further, the city residents adopted a minimum manning requirement in 1982, and a new additional tax against property of \$2.00 on each \$1,000 of assessed valuation. This has given the City more revenue, although less than the expense (particularly overtime) of the manning law.

To sum up, there is no basis for the City's claim that it could not afford the rejected wage agreement, and no basis for a claim that it cannot presently afford the union's proposal.

This brings us squarely to the question of comparison of wages. Historically, the Pontiac Fire Department was the highest paid of all the comparable communities.⁶

From 1975 through 1978, the Pontiac firefighters were the highest paid among the comparable communities. They dropped to number two in 1979, when a wage freeze went into effect. The PFFU then plunged to the very bottom--number 15--among the comparable communities. They maintained that position until 1984, when they rose to 14th place.

Further, the Pontiac Firefighters were previously paid more than their third year counterparts in the Pontiac Police Officers Association (PPOA).⁷ The wage freeze and recent police contract changed that balance, as the Pontiac police recently received a 5% increase effective October 1, 1984. Effective January 1, 1985, the PPOA will receive a \$1200 bonus, roll in, plus a gun allowance roll in. The PPOA's base wage rate⁸ is \$27,860.00 as of October 1, 1984.

In contrast, the PFFU's rate is \$26,500.00, with the 8 % and including the 3% cost of the annuity withdrawal.

Although it must be considered as part of the single issue, annuity withdrawal is a discrete problem from wages.

First, the actual cost of the Union's annuity withdrawal proposal is 2.91%, according to the actuaries.

Second, the pension was a contributory 8% of salary for 1963 through July 1, 1983.

Third, comparable communities are evenly divided on the issue of annuity withdrawal by firefighters.⁹

Fourth, it is significant that the Pontiac Police recently received an annuity withdrawal, although it was with an offset.

Fifth, the City has expressed very clear and forceful reservations about the wisdom of granting an annuity withdrawal without any offset against the Pension. Its proposal is so structured. It is said the solvency of the police/fire pension fund will be threatened, although no evidence to support that conclusion was introduced.

Sixth, granting the annuity withdrawal proposal would provide an incentive to older members of the department to retire. The panel's favorable resolution of the City's affirmative action proposal should be tempered with reality: whether for new positions or promotions, affirmative action is a hollow promise if there are no vacancies to fill.

Conclusion on first year wages/annuity withdrawal:

On first year wages both parties are within 1% of the tentative agreement.

Nevertheless, the City has deviated more significantly on the annuity withdrawal issue. The tentative agreement did include the annuity withdrawal without the penalty. If the City Council had not rejected the settlement, the annuity withdrawal would have been in place effective July 1, 1984. As it is, the

Union's offer forfeits that benefit for six months. In effect, the City has engaged in regressive bargaining, and its regression exceeds the Union's.

It must be emphasized that the firefighters have not received a general wage increase since June 30, 1984. The Pontiac Fire Department, which is among the very best in the state, seriously lags behind comparable communities on that issue. Pontiac has not only forfeited its long standing leadership position, but the firefighters real wages have been eroded by inflation, even allowing for C.O.L.A. Consideration of comparable communities and the parties bargaining history demonstrates that an 11% increase in the first year would not be out of line. The arbitrator accepts the union's proposal to use part of the increase to finance the annuity withdrawal.

For the forgoing reason, the union's proposal on first year wages/annuity withdrawal is more reasonable, and is adopted by the panel.

Issue 2. Second Year Wages:

A repetition of all the wage discussion is not required. The only additional facts are that the tentative agreement was for five percent (5%) and the PPOA (Police) settled for 5%. The City's offer of 5% is more reasonable than the Union's offer of six. No convincing justification for the Union's increased demand was proffered.

Therefore the panel unanimously adopts the City's wage proposal on the second year as the more reasonable of the

alternatives. Second year wages will be increased by five percent, effective July 1, 1985.

Issue 3. Third Year Wages:

Wages for the third year are governed by facts identical to the second year. The Union requests a six percent increase. The City's offer of five, effective July 1, 1986, is clearly more reasonable, and is adopted.

Issue 4. Food Allowance:

The City initially offered is to continue the status quo, i.e. food allowance paid as a separate money item under Article VI, Section 18 which provides:

Commencing with the year 1983, food allowance reimbursement is increased to \$550.00 per year per man, payable on or before December 10 of each calendar year.

The Union proposes the food allowance be removed and the money rolled into base annual salary, specifically:

"Effective July 1, 1985, each employee in the bargaining unit will receive a lump sum payment of \$275.00, \$550.00 will be rolled into the base salary, the food allowance shall be discontinued."

The City counters that effective January 1, 1986, the food allowance be removed and rolled into base wage.

The tentative agreement continued the food allowance as is.

As background, it must be remembered that several years ago, the Pontiac Police were granted a "gun allowance" of \$365.00. It was analogized to the firefighter food allowance, and was based upon the theory that police are required to carry their guns during their off hours, and should be compensated accordingly. Evidently, the City now has some concerns about that practice, and the attendant liability. Since council's rejection, the PPOA contract which rolled the \$365.00 gun allowance into base wage effective January 1, 1985.

This issue cannot be viewed in isolation or the abstract. As a concrete issue, the main effect is to increase the base wage. The difference in the offers is the timing.

Given the serious erosion of the base wages of firefighters, the Union's proposal makes good sense.

In that connection, the Union did accept an employer proposal to change the amortization of pensions from 30 years to 40 years, for unfunded liabilities. Amortization was a new issue which was not part of the tentative agreement, and was proposed by the employer. This saved the City 3.84%.¹⁰

In conclusion, the majority of the panel believes the Union's food allowance proposal is superior, and it is adopted.

Issue 6. Injury Compensation:

This is a new issue, which has arisen since the tentative agreement. The City desires the following language:

An employee sustaining a compensable injury shall be paid the difference between Workers' Compensation and his/her full base annual salary for the duration of the disability, but no longer than twenty-four (24) months. An extension may be granted not to exceed six (6) months whereas the employee will be returned to work or he/she applies for disability annuity. If the employee is subsequently found medically able to return to work, the employee shall return to active duty unless:

1. The employee is eligible for pension.
2. The employee is convicted of a felony.

An employee must apply for disability pension for every six (6) months off work for injury.

The Union originally proposed to maintain the current language, but now offers to change Section B to read:

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

- C. An employee who is of retirement age and who incurs a disability resulting from an act of duty of a character compensable under the workmen's compensation law, shall have the right to use his accumulated vacation and/or sick leave pay before the Pension Board acts on his pension.

Significantly, the Union has directly addressed and adopted the City's proposal that injured firefighters apply for a disability pension. Disability pension applications are important in two respects:

(A) It helps the City maintain minimum manning; and

(B) While maintaining the minimum manning, overtime expenses are reduced. The record is clear that minimum manning has not been a free lunch for the City, which has had to absorb substantial costs over and above the taxes provided by increased mileage. Relief is justified and appropriate.

Surprisingly, it is the Union's language that is identical to the present agreements of the PPOA and PPSA. The similarity will help to maintain the balance between the contracts of the uniformed services, and should help the City effectively administer its contractual obligations.

To conclude, the preponderance of the evidence supports the Union's proposal, which the panel adopts as its own.

Issue 7. Vacation Pay in final average salary:

The Union's final offer was the party's tentative agreement. It states:

At the time of an employee's retirement the amount of accumulated vacation pay received by him/her be considered and calculated as final average salary (FAS) for pension benefit determination purposes, effective January 1, 1985.

Final average salary shall include: base salary, COLA, longevity, lump sum holiday pay, Act 604 overtime and lump sum vacation and sick payment at time of retirement in accordance with Article VI, Section 2, Paragraph C. 2, Paragraph c.

The Employer offers the status quo, which does not include accumulated vacation pay in Final Average Salary.

The record reflects that Pontiac's policy for all employees has heretofore been to provide two options for unused vacation leave time:

- 1) Paid out in a lump sum to the employee and have their pension begin effective immediately; however, such payment is not included in final average salary or compensation for pension calculation purposes (nor credited service); or,
- 2) The effective date of their pension is extended out as though the employee used such vacation time, thus increasing their credited service. Vacation payoffs were NOT included in final average salary (FAS) for any former Police Chief or Fire Chief.

The firefighters of the comparable communities are evenly divided between inclusion or exclusion.

Granting this proposal will help create the vacancies the city desires.

The panel therefore determines that the Union prevails on the "accumulated vacation pay roll in" issue.

Issue 8. Early Out Retirement:

The Employer offers the following language:

Effective January 1, 1985 members may opt to retire early if they have at least twenty-three (23) years of credited service; additional service credit will be given up to a maximum of twenty-five (25) years of credited service; members must commit to this early out program by April 30, 1985 and retire within the contract duration (by June 30, 1987).

The Union's offer is:

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

The parties' tentative agreement created an "open window" from January 1, 1985 to June 29, 1987, giving a credit of up to 25 years as long as the employee has 23 years or more seniority.

The City seeks changes in the tentative agreement, so that it will be informed who will be retiring in advance of the actual event. Thus, the City's personnel recruiting could than be brought "up to speed" as necessary.

This proposal must be viewed in the context of the City's affirmative action demand. If affirmative action is to be given real meaning, it should offer incentives for senior employees to vacate their positions. Thus, new jobs and upper position vacancies will be created.

The economic impact of early retirements is clear. The City will realize immediate savings by retiring higher seniority and more expensive personnel, who will be replaced by individuals at the bottom of the salary scale. It takes three years before a firefighter attains top firefighters wages, and this contract provides for longevity payments of 2% at the end of five years service. The savings is significant.

The extended duration of the Union's proposal will make this option available to more personnel. The closed period, which mirrors the affirmative action plan, will provide substantial inducement for firefighters to take up the offer. The Union's offer will forewarn the City of impending retirements. For all these reasons, the Union's offer is adopted.

Issue 9. Amortization:

The Union has withdrawn this issue and conferred a substantial benefit upon the City, to wit: 3.84% of salaries.

Issue 10. Pension Improvement:

The City's proposal to maintain the status quo on Pension improvement (an automatic cost of living increase):

"Effective January 1, 1984, employees retiring after January 1, 1981 shall receive an annual two percent (2%) of their base retirement cumulative for twelve (12) years and after the thirteenth (13th) year, one percent (1%) will be added for a maximum of twenty-five percent (25%).

The Union seeks the following change:

Employees retiring on or after January 1, 1985, shall receive an annual two per cent (2%) of their base retirement cumulative for eighteen (18) years for a maximum of thirty-six percent (36%). Effective December 31, 1987, employees retiring on or after January 1, 1985, shall receive an annual two percent (2%) of their base retirement cumulative for twenty-five (25) years for a maximum of fifty percent (50%).

The tentative agreement adopted the City's position. After the council rejected it, the Pontiac Police Sergeants' Association (PPSA) negotiated a Pension Improvement like the Union's demand. The City maintains a common pension program for public safety employees, which sets forth certain basic minimum provisions. The Union's proposal will simply place firefighters in a comparable position to the city's most comparable employees.

The cost of such a Pension Improvement is in the distant future. The City will have ample time to adjust its funding. No employee will be entitled to additional sums until the 13th year, at which point he or she will be entitled to an additional one percent. Further, by making the effective date December 31, 1987, the City will not have to start to fund its liability until that date.

This is a very important provision. Retirees rarely get improvements in their pension once they retire. To that extent, increased longevity and potential inflation place them in great jeopardy. Consequently, worries about the actual buying power of a pension are a disincentive to retirement.

Therefore, the Union's proposal on Pension Improvement is adopted.

Issue 11. Disability Pension:

The Union originally proposed to continue the language of Article VII, Section 1.

The Employer seeks the following new language:

"Employees must apply for disability pension to the Fire Retirement System every six (6) months if off on injury or sick leave, effective July 1, 1984".

The Union now proposes that firefighters apply for a pension if they are on duty disability/workers' compensation, but has not incorporated the provision on sick leave. The Union has also added language that would protect the firefighters from suffering a reduced final average salary when forced to take a service connected disability retirement. The specifics of the language are:

"Any salary or other form of compensation received by the member during disability from public funds, or any payments under workmen's compensation laws of the State of Michigan or Ordinances of the City shall not be applied to reduce the amounts accruing on the actively

employee is entitled pursuant to Section 8 of the Firemen's Retirement System.

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

of annuity and/or retirement may not exceed the current limitation upon such accumulation of vacation and/or sick leave pay.

The City was unable to persuade the police units to agree on the sick time issue.

Again, the employer deserves relief from minimum manning and overtime costs. Nevertheless, the potential devastating loss of vacation days and sick leave pay from "final average salary" must be taken into account. This is a balancing test, and on balance the Union's proposal makes more sense.

Therefore, the Union's demand is adopted.

D. Resolved Issues

The parties' proof read tentative agreement is attached and made a part of this award.¹¹ Except as it was modified by the tentative agreements, or expressly by this award, all provisions of the prior agreement are incorporated and made part of the labor agreement.

V. EPILOGUE

The Chairman believes a few observations are in order. A popular myth surrounding Act 312 suggests that Arbitrators will "split the baby" in order to maintain acceptability with both municipalities and unions. Unfortunately, this myth encourages both parties to add "throwaway issues" they can "afford to lose". Instead of minimizing the parties' differences, this practice expands the gulf between them, defeating the purpose of the Act.

However, the law requires each issue to be decided on its own merits without regard to "balance" in the result. Fundamentally, box scores are no guide for decision.

In order to avoid unfair surprise to the parties, the Arbitrator cautioned at the onset of the hearing that a multiplicity of issues would not guarantee that each party would be awarded "their share." Merit, not wins and losses, would determine the eventual "score." That alone explains the lopsided result.

Here, the parties negotiated a tentative agreement. When it was rejected, the City felt free to renounce its prior concessions, and litigate afresh on a plethora of concerns.

In contrast, the Union chose to leave its compromises in place. The Union's disagreement with employee evaluations was not resurrected when Council rejected the agreement. Nor did the Union renege on its withdrawal of a judicial challenge to affirmative action. Another excellent example is that the Fire Department Switch Board will now be staffed with civilians, at a large savings to the taxpayers (the pending Circuit Court lawsuits and MERC unfair labor practice charges have been dropped.). Further, during the hearing the Union conceded the City's demand for a change in pension amortization from 30 to 40 years, with the resultant savings of 3.84% of payroll.

Further, Act 312 is a process designed to promote the public interest by narrowing the differences between the parties. That interest has been well-served here. Both sides adjusted their positions during the course of the arbitration. Initial

positions were modified to address the legitimate concerns of the opposing party. The Union's concessions through that process co-opted the language and good sense of many of the City's original proposals. The gap was narrowed; the process worked as intended.

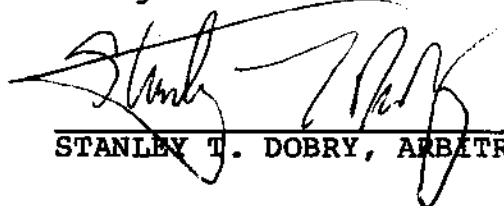
To sum up, Act 312 can and does work in the public interest. While the Act is only as good as those participating, the parties and the public here are fortunate, as they were well-served by those involved.

The advocates, Mr. Gregory and Mr. Dahn, professionally and crisply presented a difficult case. They are to be complimented.

The bargaining teams had the good sense to listen to the chairman, and resolved many of the issues originally confronting the panel. They are to be thanked.

The delegates, Messrs. Warrell and Zografos, provided wise counsel to the Chairman. Despite their disagreements, their words provided light, not heat, in resolving the problems. They are to be praised.

The panel retains no further jurisdiction.



STANLEY T. DOBRY, ARBITRATOR

DATED: May 7, 1985

FOOTNOTES

¹The Arbitrator is supposed to "call a hearing to begin within 15 days" of his appointment. The deadline seems virtually impossible, or at least severely impracticable, to meet. Fortunately, these parties had the good sense to waive that time limit.

²"Any oral or documentary evidence and other data deemed relevant by the arbitration panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed impaired." A verbatim record is required. The panel works by majority rule. (MCLA 423.236, MSA 17.455(36))

³Here the parties continued bargaining, at least through the hearing date. However, the parties did agree at the pre-trial that further efforts by a mediator would not materially assist in getting a settlement. The Commission was so informed by letter after the pre-trial.

⁴The existence of these criteria is critical to the constitutionality of this entire statutory scheme.

There are at least six identifiable arguments that have been made against the legality of compulsory public sector arbitration. They are: it interferes with constitutional and home rule power; it constitutes an illegal delegation of legislative authority to a non-public person; the statutes lack sufficient standards, so that there is an illegal delegation; it is a delegation of the power to tax to the arbitration panel, and therefore violates the equal protection clause's mandated principle of one-man one-vote; the hearings do not comport with minimum due process standards; and there is a constitutional violation because there was no appropriate scope of judicial review. See "Constitutionality of Compulsory Public Section Interest Arbitration Legislation: a 1976 Perspective," Labor Relations Law in the Public Sector, Andrea Knapp, Ed., ABA Section of Labor Relations Law. The standards set forth in this law pass constitutional muster. The Michigan Supreme Court stated:

"It is generally acknowledged that the instant and similar statutory schemes are directed toward the resolution of complex contractual problems which are as disparate as the towns and cities comprising the locations for these critical-service labor disputes. The Legislature, through Act 312, has sought to address this complicated subject through the promulgation of

express and detailed standards to guide the decisional operations."

"We must conclude that the eight factors listed in Section 9 of the act provide standards at least as, if not more than as, 'reasonably precise as the subject matter requires or permits' in effectuating the act's stated purpose 'to afford an alternate, expeditious, effective and binding procedure for the resolution of disputes.'" City of Detroit vs Detroit Police Officers Association, 408 Mich 410, 461, 294 NW2d 68 (1980).

⁵See generally, Steelworkers v Weber, 443 US 193 (1978); Detroit Police Officers Association v Young, 608 F2d 671 (6th Cir., 1979), cert den 452 US 938, 69 LEd2d 951, 101 Sct 3079 (1981).

⁶The Comparable communities are all Michigan Municipal League "Area One Cities" with a population greater than 50,000. Essentially, they are in the greater Detroit Metropolitan area, inclusive of the cities of Pontiac and Ann Arbor, and are part of the region commonly called southeast Michigan.

⁷All of the exhibits and the record refer to the police officer's union as the "PPOA". It should be mentioned, however, that they are no longer part of the Police Officers Association of Michigan, (POAM) but are affiliated with the Michigan Association of Police (MAP).

⁸Not including \$6.00 per day paid to some road patrol officers.

⁹It should be noted that the various plans' provisions differ.

¹⁰According to the data supplied by the parties' actuary.

¹¹Concerning proofread tentative agreements, the delegates have agreed that certain editorial clarifications will be made:

Article VI, Section 18 D and E should read:

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

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

Article VI, Section 20 E should state:

"The Pontiac Fire Department may have Mutual Aid with anyone qualified to belong to Oakway."

As to Article VII, Section 2, some language on Pension Adjustment was missing and will be added.

On Article VII, Section Section 3, the fifth paragraph should properly say:

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

Concerning Article IX, Section 6, A, the first sentence will state:

"A. The reference to Act 78 of Public Acts of 1935 of the State of Michigan which is made in this Working Agreement shall apply only as long as the voters of the City of Pontiac have directed that the Fire Department shall be operated under this Act."

"Residency", Article IX, Section 11, will be subject to an additional letter of understanding that persons hired prior to June 1, 1983 will have freedom of movement.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
STATUTORY ARBITRATION TRIBUNAL

In the Matter of the Arbitration Between:

CITY OF PONTIAC EMPLOYER

-and-

MERC ACT 312
Case No. 83-L-2582

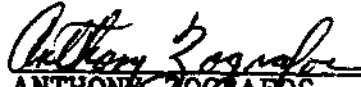
PONTIAC FIREFIGHTERS UNION,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 376

UNION DELEGATE'S OPINION

I abstain on the Affirmative Action (Number 5) Issue.

Without endorsing all of the Chairman's reasoning,

I concur as to result on all other issues.



ANTHONY ZOGRAFOS
Union Delegate

Dated: May 7, 1985 at
Oakland County, Michigan

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
STATUTORY ARBITRATION TRIBUNAL

In the Matter of the Arbitration Between:

CITY OF PONTIAC EMPLOYER

-and-

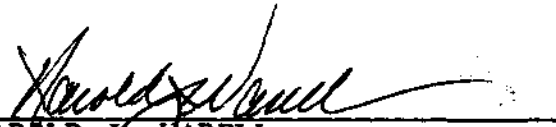
MERC ACT 312
Case No. 83-L-2582

PONTIAC FIREFIGHTERS UNION,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 376

CITY DELEGATE'S OPINION

I concur in the result on Affirmative Action (Issue 5),
Second Year Wages (Issue 2), and Third Year Wages (Issue 3).

As to all other issues, I dissent both from the reasoning
and the result.



HAROLD J. WARELL
City Delegate

Dated: May 7, 1985 at
Oakland County, Michigan

STANLEY T. DOBRY

ARBITRATOR

SUITE 604 LAFAYETTE BUILDING
DETROIT, MICHIGAN 48226

BY APPOINTMENT
(313) 961-4940

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

STATUTORY ARBITRATION TRIBUNAL

In the Matter of the Arbitration Between:

CITY OF PONTIAC EMPLOYER

-and-

MERC ACT 312

Case No. 83-L-2582

**PONTIAC FIREFIGHTERS UNION,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 376**

APPENDICES TO AWARD:

TENTATIVE AGREEMENTS

P.F.F.U. ARBITRATION

ISSUE #12
ALL OTHERS RESOLVED

1. Layoff/seniority/pension buy back
2. EMS
3. Work week of staff
4. Vacation - staff and line
5. Personal leave days
6. Dispatch
7. Drop court, litigation, arbitration
8. Retirement - 25 and out - 10 year vesting
9. FAS - 50% sick leave
10. Sick leave - secondary 25% at retirement
11. COLA - 4% 1/1/85
12. Life insurance to \$40,000
13. Health Blue Cross - minor children and reciprocity
14. Pension fund to fund retirement improvement factor
15. Hospital choice
16. Contract thru 6/30/87
17. Uniform - odd/even
18. Optical and hearing language
19. Trading time
20. Mutual Aid
21. Example - reclassification
22. Tuition reimbursement
23. Minimum manning
24. Degenderize language and update
25. Holiday - actual
26. One sick and/or personal leave count as worked for Act 604 overtime
27. Health insurance for spouse
28. Dental for retirees
29. Performance evaluation
30. Define FAS
31. Advance notice
32. Residency
33. Sick leave to hour - eliminate
34. Reword page 15
35. Eliminate 12 and 10 hr. days
36. Probation 1 year
- 37.

CITY OF PONTIAC, MICHIGAN
COLLECTIVE BARGAINING AGREEMENT

CITY OF PONTIAC, MICHIGAN

-AND-

LOCAL #376, PONTIAC FIRE FIGHTERS UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFFILIATED WITH

AFL-CIO

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

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

The Management of the City of Pontiac recognizes Local #376, Pontiac Fire Fighters Union, affiliated with the AFL-CIO through the International Association of Fire Fighters and affiliated with Michigan State Fire

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

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Reporting Grievances

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

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

declined jurisdiction over the matter in question.

B. First Step (all verbal)

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

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

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

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

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

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

If the grievance remains unadjusted, the Union may, within

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

- F. Failure of the Union to appeal the grievance to the next highest step shall constitute acceptance of the City's last response, while failure by the City to act upon a grievance within the specified contract time shall result in a grant of the relief requested in the grievance.
- G. All time limits on the grievance procedure may be shortened or extended by mutual agreement.

Section 2. Investigating Grievances

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

Section 3. Time Off for Grievance Committee

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

Section 4. Time Off for Civil Service Representatives

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

one representative shall be allowed off regardless of how many companies are in service.)

Section 5. Time Off for Witnesses

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

ARTICLE IV - UNION BUSINESS

Section 1. Time Off for Union Business

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

Section 2. Time Off for Pension Board Meetings

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

Section 3. Notification of Union Officers

Following each regular Union Election for Officers a list will be submitted to the City through the Chief of the Fire Department and Labor Relations Director containing the names of all elected officers plus the names of all committee

members. Should the list change because of a vacancy, a new list will be submitted to City through the Chief of the Fire Department and the Labor Relations Director.

ARTICLE V - SENIORITY

Section 1. Definition and Scope

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

Section 2. Records

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

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

Section 3. Maintaining Appropriate Classifications

A. Positions or responsibility calling for a certain rank and/or grade of pay will be filled by that rank and/or grade of pay on every normal duty day.

B. Positions and rank or grade of pay as follows:

1. Shift Supervisor - Assistant Chief
2. Station or District Officer - Captain
3. Supporting Company Officer - Lieutenant
(ladder, pumper, rescue)
4. Apparatus Driver - Engineer
- *5. Fire Dispatcher - pay grade of Engineer

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

Section 4. Earning Tenure

A. Length of Probation for New Hires: Twelve (12) months. In accordance with the provisions of Act 78 of Public Acts of 1935, as amended.

B. Pay and Service Credit: On satisfactory completion of the probationary period, new employees will be advanced to the next step in the pay range for their position. Further increases of one step (as outlined in the Official Pay Plan) shall be granted on the anniversary of the appointment. Service credit for pay purposes shall begin from the time of appointment to a new position but shall not accrue during any leave of absence without pay no longer than two weeks except for compensable or duty-incurred illness or injury, and military leave. Service

credit for sick leave and vacation purposes shall not accrue during leave of absence without pay longer than two weeks except for compensable or duty-incurred illness or injury. Pay increases shall become effective at the beginning of a pay period.

- C. In case a probationary employee feels that his discharge was not for just cause, or that his/her termination was based upon discrimination involving individual bias, race, creed, organizational membership or activity, he/she may file an appeal with the Civil Service Commission.

Section 5. Layoff

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

will be promoted in reverse order before any other persons are promoted to that particular rank or classification.

Section 6. Promotions

- A. Promotions shall be made in accordance with the provisions of Act 78 of Public Acts of 1935, as amended. All examinations shall be competitive and in accordance with Act 78 of Public Acts of 1935, as amended; and classifications or positions such as Fire Marshal, Fire Inspector, Training Officer, Master Mechanic, Engineer, Lieutenant, Captain, Assistant Chief, and Chief, shall be filled within thirty (30) days after vacancy occurs if an eligibility list is available.
- B. For the following classifications, Fire Marshal, Fire Inspector, Training Officer, Master Mechanic, and EMS Coordinator, an individual being promoted into these classifications will take with him/her their current rank. The above positions are considered non-rank positions.

ISSUE
5

- C. The City's Affirmative Action Plan which is the rule of three in blocks of three for minorities only expires June 30, 1987.

Section 7. Classification of Employees

- A. An employee shall fill a temporary position of higher responsibility and pay, providing he/she is on the current promotional list established by the Civil Service Commission for that position, where pay is involved. The top employee on the promotional list on duty that day shall be assigned. If no list is in effect, the senior

top employee on the promotional list on duty that day shall be assigned. If no list is in effect, the senior person on duty that day may fill the position, if qualified.

- B. Vacancies in positions in the Fire Department shall be filled by competitive examination conducted by the Fire Civil Service Commission, in accordance with provisions of Act 78 of Public Acts of 1935, as amended. The position of Engineer is not rank and a Fire Fighter does not have to be an Engineer to become a Lieutenant.
- C. Any employee who fills a temporary position of higher responsibility for five (5) duty days between 8 a.m., January 1 - December 31 shall receive the first step rate of pay for that position, and normal pay steps after six (6) consecutive months in that position. A Fire Fighter who serves as Engineer for five (5) duty days shall receive the first step rate of pay for Engineer. Assignments shall be made from the promotional lists starting with the top employee on the promotional list for that day. A fifty-six hour employee who is transferred to a forty-hour position, and who is eligible for additional payment for for the transfer shall receive the differential in rates computed on the basis of his/her fifty-six hour rate.
- D. When a vacancy occurs in a position and an eligibility list is not in effect, the position may be filled out of the station where the vacancy exists. "Senior employee in that station that day may fill the out-of-clssification

position if he/she is qualified." An employee who does not wish to work out-of-classification in a particular position will submit his/her name to the Chief's office. Submitting of an individual's name will cause his removal from out-of-classification work in that position until a new eligibility list is in effect. The Chief, Assistant Chief or Officer-in-Charge may require an employee to work out-of-classification, if in their opinion, the situation warrants it.

- E. Under normal conditions when a vacancy occurs in a position, whether a list is in effect or not, a member of the bargaining unit may not fill a position for more hours than is normal for that position.

Section 8. Out-of-Classification Assignments

Staffing and manning will be as listed below:

Three (3) Platoons Per Shift:

Chief Car	1 Asst. Chief + Eng.
Engine #1	Captain + Eng.
Engine #2	Captain + Eng.
Engine #4	Captain + Eng.
Engine #5	Captain + Eng.
Engine #6	Captain + Eng.
<u>Mini Pump & Aerial #1</u>	Lt. + Eng.
<u>Mini Pump & Tower #1</u>	Lt. + Eng.
<u>Rescue Truck</u>	<u>Lt. + Eng.</u>
<u>Service Ladder Truck</u>	<u>Lt. + Eng.</u>

Totals Per Shift

1 Asst. Chief

5 Captains & 1 Relief Captain

4 Lieutenants

10 Engineers & 1 Relief Engineer

ARTICLE VI - WORKING CONDITIONS

Section 1. Discipline

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

Section 2. Sick Leave

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

- A. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law brother, sister, grandmother and grandfather, or any person permanently living in the employee's household, supported by the employee.
- B. 1. When a member of the Department is placed off duty or on leave, or calls the Department advising that he/she will be off duty or on leave, he/she shall be expected to conduct himself/herself in a manner consistent with his/her inability to perform his/her duty with the Pontiac Fire Department.
2. An employee initially absent for twenty-four (24) hours without call in to his/her department office may be considered to have resigned (absent without leave.)
- C. 1. On or after January 1, 1980, employees retiring under the Pension System shall receive from the City 50% of their accumulated sick leave as shown on the records in the Personnel Office. It is understood that no employee can accumulate more than one hundred-fifty (150) days of sick leave in their primary bank. The maximum payment can never exceed seventy-five (75) days under this provision.
2. The worth of a sick day upon retirement shall be 1/10 of the bi-weekly salary.

Section 3. Secondary Sick Leave Bank

- A. Effective January 1, 1980, the increased maximum allowable accumulation in the primary sick leave bank is one hundred-fifty (150) days. Where applicable, appropriate adjustments will be made to the primary bank from the secondary bank.
- B. Any employee having accumulated the maximum allowable number of sick days as provided for in Article VI, Section 2, entitled "Sick Leave," and hereinafter called the "primary bank," shall be entitled to all rights and benefits provided for said primary bank. Additionally, an employee having so qualified shall be allowed to accrue sick leave days in an account hereinafter called the "secondary bank." Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:
1. Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.
 2. Sick leave accrued in the secondary bank shall have a monetary value of 25% of their accumulated sick leave as shown on the records in the Personnel Department at the time of retirement. The worth of a secondary sick leave day upon retirement shall be 1/10 of the bi-weekly salary.
 3. The secondary bank shall be used to provide compensation for verified absences due to illness.
 4. The secondary bank shall be considered exhausted upon an employee's separation from the services

of the City.

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

Section 4. Death Leave

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

Section 5. Leaves of Absence

- A. Members of the Union appointed or elected to full-time positions with the Michigan State Fire Fighters Union or the International Association of Fire Fighters shall at the written request of the Union receive leaves of absence for periods of not to exceed two (2) years or the term of office, whichever is shorter and upon their return, shall be re-employed at work to that which they did last prior to the leave of absence. This leave of absence can be renewed after two (2) years upon written request by the Union providing the employee is still holding this position. All Leave of Absence time will be counted toward seniority and service credit. An employee on leave under this section will be allowed to remain in the City's Health and Life Insurance Programs and the City's Retirement System upon the employee's payment of the full premiums and retirement contributions, including the City's share.

- B. The President of this Local shall be granted reasonable time off to attend meetings of which Local #376 is an affiliate.
- C. Up to two (2) Union officers shall be granted reasonable time off, with the permission of the Chief or his designated representative, to tend to State business of the Fire Fighters Union. Two delegates from the bargaining unit shall be allowed to go to the International Fire Fighters Convention, and four delegates from the bargaining unit shall be allowed to go to State Fire Fighters Conventions.

Section 6. Injury Compensation

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- A. An employee sustaining a compensable injury shall in addition to the payments specified in the compensation law, receive from the City the difference between his/her regular wages and the compensation paid under State law for a period of one hundred-fifty (150) calendar days, providing that if the disability prevents the employee from working beyond the one hundred-fifty (150) calendar day period, such injured employee may use his/her accumulated vacation and/or sick leave pay in proportion to the difference between his/her regular wages and compensation paid under State law; combined to equal 100% of the employee's current salary.
- B. If an employee is injured while directly involved in going to a fire or while firefighting at the scene of the fire, he/she will be paid the difference between Worker's Compensation and his/her full salary for the duration of

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the disability, but no longer than twenty-four (24) months. An extension may be granted not to exceed six months whereas the employee will be returned to work or he/she applies for disability annuity. If the employee is subsequently found medically able to return to work, the employee shall be returned to active duty unless:

1. The employee is eligible for pension.
 2. The employee is convicted of a felony.
- C. An employee with seniority who is on duty-incurred injury leave shall accumulate time toward seniority for pay, sick leave, and vacation purposes. Any probationary employee who is on duty-incurred injury leave shall accumulate time toward seniority; time for pay, sick leave and vacation purposes shall be earned during duty-incurred injury leave, however, these benefits will not accrue until completion of the probationary period. When granted, pay increments will be retroactive to the time the probationary period would have ended had there been no injury leave.
- D. An employee who is of retirement age and who incurs a disability resulting from an act of duty of a character compensable under the workmen's compensation law, shall have the right to use his/her accumulated vacation and/or sick leave pay before the Pension Board acts on his/her pension.

Section 7. Disability Annuity

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

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

- B. The non-service connected disability of an employee pursuant to Section 9 of the Firemen's Retirement System shall not be reduced by any amounts received by the employee from public funds as salary or other form of compensation during disability.
- C. No employee on disability pursuant to Section 8 and 9 of the Firemen's Retirement System shall receive compensation from public funds in an amount greater than the base salary of an actively employed Fire Fighter of the employee's same rank or classification.

Section 8. Holidays

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

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

New Year's Day	Labor Day
Lincoln's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Eve
Independence Day	Christmas Day
Memorial Day	New Year's Eve
All National and State general election days	

- B. Pay based on 1/10 of bi-weekly earnings will be paid to all fifty-six (56) hour employees for the designated holidays.
- C. A lump sum payment for all designated holidays for each calendar year beginning with the first lump sum to be paid between June 1 and June 10 of each year in accordance with the listed holidays as set forth in Section 8A (1984-13 holidays; 1985-12 holidays; 1986-13 holidays; 1987-12 holidays). Should any employee separate from employment with the City for any reason after June 10, of any year, the City shall be reimbursed, from the final pay of such employee, for all holidays paid for, which have not yet occurred that year. Should any employee separate from employment with the City for any reason before June 10 of any year, he/she shall be paid for all designated holidays that have been celebrated up to the time of his/her separation.
- D. Starting July 1, 1980, the City shall extend the lump sum payment for the actual day of the holidays to cover forty

(40) hour employees the same as fifty-six (56) hour employees. All bargaining unit members required to work on holidays shall receive an extra 1/10 of bi-weekly pay on their bi-weekly paycheck for each holiday worked providing the employee's duty tour starts on the actual date rather than officially celebrated holiday date.

Section 9. Personal Leave Day

Each eligible seniority employee shall be entitled to one leave day per calendar year, which shall consist of a permissible absence without loss of pay during a twenty-four (24) hour shift for fifty-six (56) hour employees and during an eight (8) hour shift for forty (40) hour employees. In order to be eligible for a leave day an employee must notify his/her Assistant Chief, the executive officer, or the chief of his/her selection at least thirty-six (36) hours in advance. A new employee hired after June 30, of any calendar year shall not be eligible for leave day benefit during the year of hire. Except in emergency situations the first member of the bargaining unit to request a specific day for leave under this section shall be granted leave for that day provided the request is submitted thirty-six (36) hours in advance as set forth above. In no event unless approved by the Chief, shall more than one member of each shift be entitled to such leave on any single day. If an employee has failed to utilize his/her two leave days at the end of the calendar year, the employee shall be paid one-tenth (1/10th) of his/her bi-weekly earnings in lieu of the two leave days. In order to receive this pay both days must be unused.

Effective January 1, 1985, a second personal leave day will be granted. It will have no cash value at the end of the calendar year. An employee must use it or lose it in the calendar year. The second Personal Leave Day will be granted only if it does not affect minimum manning.

Section 10. Vacations

Vacation will accrue according to the following chart:

Completed Years

of Service

56 Hr. Employee

40 Hr. Employee

1 year

6 days

10 days

5 years

9 days

15 days

10 years

12 days

20 days

20 years

13 days

25 days

- A. Senior employees shall have first choice in selecting their vacation not to exceed two weeks. Reverse procedure shall be used by allowing lower seniority employees to select second vacation after all first vacations are selected. Excluding officers, vacations shall be picked on a platoon/shift basis.
- B. All employees shall have earned vacation according to years of service on his/her anniversary date.
- C. Employees will be permitted to bank one (1) year vacation in addition to their current year accrual. Vacation leave requests and approvals will continue under present practice. Employees accruing more than two (2) years vacation leave will automatically receive pay for all

vacation leave in excess of two (2) years leave on the anniversary of each third year on the basis of one-tenth (1/10) the bi-weekly pay for each affected employee.

Section 11. Hours

- A. The standard duty week for Fire Fighters shall be fifty-six (56) hours in accordance with Ordinance #1502, and shall consist of three platoons.
- B. The standard duty week for staff personnel shall be forty (40) hours, five (5) days a week unless authorized otherwise by the Fire Chief.
- C. Overtime: Overtime is authorized time worked in excess of their scheduled tour of duty, i.e., 24, or 8 hour day, beginning with the starting time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs and time in excess of fifty-six (56) hours per week for fifty-six (56) hour employees and forty hours per week for forty (40) hour employees. Overtime payment begins at 8:00 a.m. and ends when the employee arrives back at the station and is relieved from duty. Authorized vacation, sick leave and holidays shall be considered as time worked. Employees shall work overtime when necessary and overtime on any job shall be allocated as equally as possible among all employees qualified to do the work.
- D. Call Back Time: Employees called back outside of their regular hours shall be paid overtime rates for the total time worked with a minimum of three (3) hours at time and

one-half for each call back. Overtime rates shall be discontinued at the beginning of a regular work day. Where possible, call back time shall be equally distributed among the employees of the Department.

E. All hourly rates for overtime and call back time shall be based on a forty (40) hour week.

F. One sick and/or personal leave day will count as time worked during a person's cycle for overtime pursuant to State Act 604.

Section 12. Trading Time

A. Members may exchange up to four (4) duty days per calendar month within the department under the following conditions:

1. Inter-unit trading is permissible.
2. Time due shall be paid back on demand of the member having time coming.
3. Forty-eight (48) hours notice shall be given to the member owing time.
4. If in the judgment of the Officer in Charge, any change of time by members works a detriment to the Fire Department, they may refuse to grant permission of the change.
5. Any member who is scheduled to work for another and does not show up will be subject to disciplinary action.
6. All members desiring to trade time must obtain from the Company Commander (Captain) a form which provides the necessary information. This form will be made

out in triplicate at least twenty-four (24) hours in advance of the trade, except that the Assistant Chief on the platoon may grant permission on less than twenty-four (24) hour notice if adequate reason is given why the trade could not be granted earlier. One copy of the form will be kept on file with the Company Commander, one sent to Fire Headquarters, and one (fully signed) will be sent to the person who is going to perform the duty.

7. The member working shall report for duty in a condition to be able to perform the duties as prescribed by the Officer in Charge.
8. When any member demands to be paid back by getting any of the holidays changed for a regular day, it shall be only by mutual agreement with substitute.
9. Engineers will be required to trade time with full-time engineers whenever possible. If this cannot be arranged, they may trade time with relief engineers whose names are listed on the Civil Service eligible list for engineers or such other persons as the Assistant Chief shall designate. In the event of the latter, they must have the consent of the Officer in Charge of the station for whom he/she will drive.
10. Assistant Chiefs will be allowed to trade time with Assistant Chiefs or Captains.
11. Captains will be allowed to trade time with Assistant Chiefs, Captains, or Lieutenants.

12. Lieutenants will be allowed to trade time with Captains or Lieutenants, or persons on the promotional list for Lieutenant.

These rules shall be subject to change as conditions warrant.

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

1. Request for short-time trade shall be made before 9:00 a.m. on the day the trade is to be made.
2. Member who is working shall report to Company Commander. Member being relieved cannot leave without permission of Company Commander.
3. Accumulated short-time in the amounts of twenty-four (24) may be paid back to the member who has the time coming if he/she requests it.
4. Qualifications for short-time trading will be the same as for full-time trading.

C. Short-time trading for educational purposes: Employees who wish to short-time trade for purposes of attending school will:

1. Make written request to Chief of Department stating:
 - a. School attending and name of course

- b. Length of course
- c. Length of time required for daily attendance
- 2. Request for short-time trading for education will be used for this purpose only. An employee may return to duty whenever short-time trading is used for educational purposes.
- 3. Short-time trading rules will also apply as specified in the Working Agreement under Section 12. B entitled "Short-time Trading."
- 4. Any violations of these conditions will result in suspension of any employee's right to short-time trading for educational purposes.
- D. Full-time trading: No more than four (4) consecutive duty days shall be traded at one time in a twelve (12) month period. An employee may owe no more than five (5) days.
- E. Upon proof of any kind of misuse with regard to trading of time, either full-time or short-time, the Chief of the Fire Department has the right to revoke the privilege of trading of time either full or short-time of that individual. When an employee is scheduled to work in a trading time situation, and he/she reports sick, he/she will not be considered as having worked that day and shall still owe the time to the City, and the Chief can order him/her to perform an extra duty day, but the employee owing the City the time will not be required to pay back the time on a day that falls before or after his/her regularly scheduled duty day, unless an emergency

is declared by the Chief.

F. Trading time for employees on unpaid sick leave:

1. Employees will be permitted to "Trade Time" (work in place of) with employees who are on unpaid sick leave. Such trading of time will be permitted without limit. In the event the employee who benefited from the trading of time does not pay it back within twelve (12) months, the City shall be saved harmless by paying one dollar per day worked to each employee who traded time (worked in) for the benefiting employee over the twelve month period.
2. Employees trading time under this agreement will be required to indicate their intentions in writing to the Fire Chief who will verify the status of the benefiting employee before the trading of time takes place. Such employees will also be required to acknowledge the "save harmless clause" provided the City in this agreement.

G. Tuition Reimbursement:

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

Section 13. Voting

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

Section 14. Relief Periods

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

Section 15. Furnishing Supplies

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

Section 16. Longevity

The longevity program will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a 2% payment.
- B. Those employees who have completed ten (10) years service but less than fifteen (15) years service will receive a 4% payment.
- C. Those employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Those employees who have completed twenty (20) years service but less than twenty-five (25) years service will receive an 8% payment.
- E. Those employees who have completed twenty-five (25) years service will receive a 10% payment.
- F. Such longevity payments will be made annually by November 10th of each year.
- G. Employees who have completed their 5th, 10th, 15th, 20th, or 25th year after January 1, of any year, will have their longevity payment calculated without proration on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. Such employee shall receive longevity payments computed on his/her straight time earnings up to his/her actual base rate. Longevity payments will be computed on the year beginning with the first pay period following the end of the last payperiod in October and ending at the close of

the last pay period in October next.

- I. Employees not on the payroll at the time the longevity payment is made, unless on injury or sick leave, will not be eligible for longevity pay for that year.
- J. Effective January 1, 1969, employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement.
- K. Effective January 1, 1969, the survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.
- L. Employees off work due to duty-incurred injury will receive longevity payments based on their actual base rate regardless of the amount of wages earned during the year of payment. No employee, however, shall receive longevity under the provision unless he/she shall have worked for the City or received at least part of the one hundred-fifty (150) day compensable injury benefit, or utilized sick leave days during the year of such longevity payment.

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Section 17. Food Allowance

Food allowance reimbursement shall be \$550.00 per year per man, payable on or before December 10th of each calendar year.

Section 18. Insurance

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

(1) Any dispute involving the question of comparability of coverage will be subject to immediate arbitration by an arbitrator who is an Insurance Actuary, mutually selected.

(2) The City shall provide all retiring Fire Fighters and their spouses the above described health insurance coverage. Effective March 1, 1985, the City will provide to each member the following Blue Cross-Blue

Shield

riders necessary for reciprocity: ML, VST and FAE/RC and for members who retire after March 1, 1985.

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

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

C. The City will provide a Delta Dental Plan of Michigan, or

other carrier with comparable benefits, for full time Fire Fighters, spouses, and dependent children under 19 years of age with coverage of 100% of preventative and diagnostic dental care and 70% of Class I and Class II types of dental care, with a maximum payment of \$800 per family member per year.

- D. Effective July 1, 1983, the City will pay full dental premiums for employees who retire after January 1, 1981.
- E. Effective July 1, 1984, the City will pay up to \$100 insurance premium annually for a optical and a hearing program for employees and for persons retiring after July 1, 1984. The employees will be responsible for all amounts above \$100.
- F. The City will provide Blue Cross for retirees to cover family and minor children effective January 1, 1985.
- G. Any dispute involving the question of comparability of coverage will be subject to arbitration by a mutually selected arbitrator who is an Insurance Actuary. In the event that the parties are unable to select an Insurance Actuary, either party may apply to the Federal Mediation and Conciliation Service for a list of arbitrators. The parties may mutually agree to one of the arbitrators on the list. In the event an agreement cannot be reached, each party will assign a number to each arbitrator listed (1-7), in order of preference and forward the list to the FMCS. The FMCS will make the selection accordingly. Fees and expenses of the arbitrator shall be paid equally by the

Union and the City of Pontiac.

Section 19. Housekeeping Duties

- A. Employees may be required to wash walls annually in the fire stations. Employees may be required to perform carpentry, plumbing or electrical duties which are not of a heavy maintenance nature and which would not normally require the service of a journeyman carpenter, plumber or electrician. Employees may be required to perform any inside painting duties at the fire station. Employees may be required to water the grass, clean up the grounds and remove snow left on the driveways by the snow removal trucks and remove snow in emergencies. Fire Fighters shall be required to wash all fire station windows once a month, provided that only inside windows shall be washed from January through March of each year. Housekeeping chores will not be assigned as a means to punish or discipline employees.
- B. Employees may be required to perform fire extinguisher repair and maintenance for all City departments and facilities in accordance with the following procedures:
- (1) Only dry chemicals and pressurized water to be charged and serviced by Fire Department personnel.
 - (2) Receive and issue a receipt for extinguishers brought to Fire Station by other departments.
 - (3) Visual check is made of cylinders external condition.
 - (4) A check is made to determine if hydrostatic testing
 - (5) Condition of gauge, handle, safety pin and tags are also given visual inspection.

- (6) Head of extinguisher cylinder is cracked to relieve remaining pressure.
- (7) After all pressure is expended, cylinder and head are separated and field stripped into basic parts (generally four parts plus O-Rings.)
- (8) Cylinder is refilled with proper type of dry chemical (A.B.C. or B.C.)
- (9) Pick up tube and other parts are cleaned of old powder and reassemble.
- (10) Cylinder and head are reassembled.
- (11) Extinguisher is then charged with the proper amount and pressure of nitrogen.
- (12) Extinguisher safety pin is then re-installed.
- (13) Extinguisher is tested for leaks by using a special soap solution.
- (14) Extinguisher is then tagged, dated and sealed.

Average time for this procedure would be ten to fifteen minutes per extinguisher. In 1976 an average of twelve extinguishers per month were serviced.

Hydrostatic testing is done by outside contractor when required. Stock of parts, powder, and other supplies are handled by the supply officer in charge of supplies as designated by the Fire Chief.

Section 20. Mutual Aid

- A. Should it become necessary to call other governmental agencies, joined by Mutual Aid Pacts, for assistance, by

the Chief's order, off duty employees sufficient in number to meet the circumstances will be called to duty. When those employees are on duty the assisting governmental agency personnel will be relieved from duty in the City. This does not preclude the City from retaining these personnel if the circumstances should be beyond the means of City personnel.

- B. Employees responding to calls from other governmental units, covered by Mutual Aid Pacts, will receive pay at the rate of time and one-half beginning at the time the employees leave the legal boundaries of Pontiac and ending at the time the employees reenter those boundaries. Overtime pay will be computed to the nearest one-half hour. Should it occur that an employee is on duty on an overtime basis, no additional compensation will be paid.
- C. No Pontiac firefighter shall be required to respond to another community under any mutual aid pact, if the requested response is related to Pontiac firefighters being used as strikebreakers or the use of firefighters to supplement manpower in a community which can no longer maintain adequate mutual aid response. The maintenance of adequate mutual aid response will be as determined by the governing body of the mutual aid pact.
- D. Prior to the approval of an application submitted by a community to an existing mutual aid pact, or a mutual aid pact made independently with another community, the Union president or his designated representative will be notified

in writing by the Chief of the Fire Department.

E. The Pontiac Fire Department may have Mutual Aid with anyone approved by Oakway.

Section 21. Personal Appearance

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

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

Section 22. EMS Provisions

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

- 1. Must have a valid Michigan State Advanced EMT License.
- 2. Future applicants will be made from a list of Fire-fighters established by taking the total overall scores. The total overall scores will include the clinical, State test and average school rating combined to give such score. These totals combined will place

the Paramedic in his/her proper position on the list.

3. Pay: (a) First year of appointment - 6% above pay grade.
(b) Second year of appointment and each year thereafter - 8% above pay grade, as long as in between step in class is 8%.
4. Any Advanced EMT's who enter after the starting twelve (12) may, after three (3) years, give six months' notice to remove themselves from the program. However, no more than twenty percent (20%), in order of Department seniority, may leave in a 12-month period without cause. Any Advanced EMS personnel may be removed by the Chief with just cause.
5. EMS Coordinator: (in lieu of Fire Inspector position):
 - (a) Past or present Paramedic
 - (b) Must be rank of Lieutenant or above
 - (c) Pass a written Civil Service Test
 - (d) Working hours to be 8 hours per day (Monday through Friday)
 - (e) Training Officer pay
6. All training and licensing costs associated with maintenance of Advanced EMT licensing requirements will be paid by the City for all persons actively assigned to the EMS program, subject to prior approval of the Chief. If an employee is required to attend training on an off-duty day, he/she shall be paid call-in time pay, as per contract.

7. Each rescue truck in service will have four (4) personnel per shift as long as minimum manning is in effect.

Section 23. Performance Evaluations

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

ARTICLE VII
PENSION PLAN

Section 1. Pension

- A. Effective January 1, 1984, any member having at least twenty-five (25) years of credited service may retire on a service retirement annuity, at the member's option.
- B. Effective July 1, 1984, vesting will be ten (10) years of service payable at age 50 or after 25 years of service.

Upon retirement from service, a member shall receive an annuity calculated in the following manner: for the first twenty (20) years of service, three (3) percent of final average salary, for each year of service. For the next five (5) years of service, two (2) percent of final average salary, for each year of service. For the next five (5) years of service, one (1) percent of final average salary, for each year of service. Subject to a maximum of seventy-five (75) percent of final average salary. A fractional period of service of less than a full year shall be considered in the calculation of the annuity.

ISSUE
8

- | |
|--|
| <p>C. <u>Final average salary shall include: base salary, COLA, longevity, lump sum holiday pay, Act 604 overtime and lump sum vacation and primary sick bank payment at time of</u></p> |
|--|

retire-

ment in accordance with Article VI, Section 2, Paragraph C.
2, Paragraph C.

Section 2. Pension Adjustment

- A. Fire fighters retiring on or after January 1, 1972, shall

annual retirement, non-cumulative, for a period of ten (10) years.

B. Employees retiring after January 1, 1977, shall receive annually 2% of their base retirement rate. Such sum shall be cumulative for a maximum of ten (10) years. Maximum cost of living total after ten (10) years would be 20% of the retiree's original base rate. Such sum shall be paid annually thereafter. Example, 1st year 2%, 4th year 8%, 10th year 20%, 14th year 20%.

C. Effective January 1, 1984, employees retiring after January 1, 1981 shall receive an annual 2% of their base retirement cumulative for twelve (12) years and after the thirteenth (13th) year 1% will be added for a maximum of 25%. (Example: 20th year - 25%)

D. Effective July 1, 1984 Pension Fund will pay the General Fund provision for the retiree improvement factor.

Section 3. Surviving Spouse

Effective January 1, 1981, the surviving spouse will receive benefits at age 45 instead of age 55 as stated in the Police and Fire Pension Act. SEE NEXT PAGE

Section 4. Pension Plan Trustees

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

Section 5. Contribution

PONTIAC FIRE FIGHTERS UNION
Contract Amendment

ARTICLE VII, Section 3

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

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

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

Payment to a spouse under this section shall be subject to the following conditions:

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

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

ISSUE
#6

Effective July 1, 1984, employee's contribution to the Pension Plan will be refunded at the time of retirement.

Section 6. Open Window - 2 Years Service Credit

From January 1, 1985 through June 29, 1987: To receive the two (2) year credit the employee must have at least up to 23 years of seniority and must retire. Service credit is limited to 25 years of service. This provision is terminated and no longer available after June 29, 1987.

ARTICLE VIII

WAGES

Section 1. Wages

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

Section 2. Wage Scale

The current wage scale will remain in effect until June 30, 1984. After this date changes will be made on the following schedule:

<u>Effective Date</u>	<u>Percentage</u>	<u>Comments</u>
<u>July 1, 1984</u>	<u>4%</u>	<u>Eliminate COLA</u>
<u>*October 1, 1984</u>	<u>7%</u>	<u>Across The Board</u>
<u>*Increase subject to new GM/UAW contract; no increase while local plants are closed due to strike or contract settlement</u>		
<u>July 1, 1985</u>	<u>5%</u>	<u>Across The Board</u>
<u>July 1, 1986</u>	<u>5%</u>	<u>Across The Board</u>

The wage increases reflected above will be effective the pay period nearest that date.

ISSUES
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ARTICLE IX
GENERAL PROVISIONS

Section 1. Posting Notices

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

Section 2. Deduction of Dues

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

- A. Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

- C. An employee who shall tender an initiation fee—(if not already a member) and the periodic dues and assessments uniformly required of a member or service charge shall be deemed to meet the conditions of this section.
- D. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article VII of this Agreement, including but not limited to, cost of litigation, attorney fees and judgments, if any.

Section 3. Revision of This Working Agreement

It shall be the intent of the Union and the City to keep this Working Agreement in accord with the best interests of the employee and the City. Should this Agreement not be sufficient to cover a situation, then and in such an event, the "Rules and Regulations of the Pontiac Fire Department" as promulgated in booklet form, entitled "Rules and Regulations of the Pontiac Fire Department" as approved by the Fire Civil Service Commission shall govern. If the matter is not covered therein, the City and/or Department Head shall negotiate with the Union, and if necessary the same shall be added to this "Working Agreement."

Section 4. Union Activities

Employees and their Union representatives shall have the right to join a Union, to engage in lawful concerted activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate

any view, 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 5. Other Agreements and Organizations

- A. The City shall not enter into any agreements with its Fire Department employees individually or collectively or with any other organization which in any way conflicts with provisions herein.
- B. Employees may belong to other organizations, but not as a condition of employment with the City nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining rights of this Union.

Section 6. Continuation of Act 78

- A. The reference to Act 78 of Public Acts of 1935 of the State of Michigan which is made in this Working Agreement shall apply only as long as the voters of the City of Pontiac have ~~under~~ directed that the Fire Department shall be operated under this Act. In the event they terminate this direction by vote of the people, Act 78 shall not apply and additional sections will be negotiated for this Working Agreement to govern the actions of the parties in hiring, promotions, dismissals and discipline after Act 78 of Public Acts of 1935 is abolished in Pontiac.
- B. In case the above should occur, provisions of Act 78 of Public Acts of 1935 shall continue to apply in the Pontiac

Fire Department for a period of six (6) months from day of the vote, during which time negotiations shall take place. An extension of time shall be granted once and for a period not to exceed 90 calendar days if either party requests an extension of time. Additional extensions of time shall be granted by mutual consent of both parties.

Section 7. Maintenance of Conditions

A. Wages, hours and conditions of employment in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

B. Unilateral Changes Prohibited

The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement either contrary to the provisions of this Agreement or established past practice, except as permitted under Article IX, Section 9 of this Agreement.

C. Relation to Regulations, etc. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

D. Staffing

In accordance with the 1980 Census:

Thirty-eight (38) persons on duty for fire suppression and

EMS, per day, one (1) of which may be a dispatcher. One (1) person may be counted for all staff positions. Each day one (1) line person may be counted who is sick or on a personal leave day, which results in minimum staffing of thirty-five (35). Persons of appropriate rank or classification shall be called in for overtime as necessary. This paragraph replaces items #1 and #2 of Memorandum of Understanding on EMS dated July 18, 1983.

Section 8. Separability

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

Section 9. Advance Notice

- A. If workers are to be laid off, a fourteen (14) day notice shall be given of the date when their services shall no longer be required.
- B. The Union shall be given thirty (30) days notice of any

proposed changes in any employee classification or change in ranks. Before any changes shall become effective, they shall be negotiated and agreed upon by both parties; however, if said changes cannot be amicably negotiated within fourteen (14) days, the issues may be referred to Arbitration by mutual consent of both parties. The expenses of the Arbitrator shall be borne equally by the Union and the City, other expenses will be the responsibility of each party.

Section 10. Management's Rights

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

Section 11. Residency

Effective June 1, 1983, employees hired before June 1, 1983 and residing outside the City of Pontiac but within the County of Oakland may continue to reside outside the City of Pontiac but within the County of Oakland. Such employees shall be eligible to apply or bid for any promotions. Promotions mean all promotions either to rank or position;

positions include both rank and non-rank and classifications.
Employees hired on and after June 1, 1983 shall become
residents of the City of Pontiac within one year after hire
and shall remain residents of the City of Pontiac while so
employed. Upon a specific finding that the interests of the
City and its residents would be best served in a given case
by granting relief from this section, 5 members of the City
Council, subject to the Mayoral veto contained in Section
3.112 (f), may grant appropriate relief.

Section 12. Terms of Agreement

This Agreement shall remain in full force and effect through June 30, 1987, and it shall be extended automatically thereafter on a daily basis until a new contract is negotiated or ordered.

Section 13. Agreement Renewal

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

Section 14. Definitions

- A. Department Head - Chief of Fire Department
- B. Senior Employee - Most years in Fire Department, if Fire Fighter, otherwise years in rank.
- C. Executive Board - Elected members of Fire Fighter's Union, which include President, 1st Vice President, 2nd Vice

President, Secretary, Treasurer, and three (3) Trustees.

- D. Grievance Committee - Four members appointed by President, to handle all grievances within Fire Department. President of Union, due to his/her position, is on all committees.
- E. Steward - A Fire Fighter appointed by President of Union in each station to handle grievances when they first happen in that particular station.
- F. Rank - Lieutenant, Captain, Assistant Chief, Chief.
- G. Classification - Dispatcher, Engineer, Fire Marshal, Fire Inspector, Master Mechanic.

Section 15. Assistant Chief's Drivers

The City shall not be required to furnish the Assistant Chiefs with drivers unless covered under Article V, Section 8, Out-of-Classification Assignments.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this

in the presence of:

CITY OF PONTIAC, a Michigan Municipal
Corporation

By _____
Wallace E. Holland, Mayor

By _____
Elizabeth M. Fletcher, City Clerk.

PONTIAC FIRE FIGHTERS UNION, AFL-CIO,
LOCAL #376 INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

By _____
Anthony Zografos, President

By _____
Walter Cooley, Trustee

Harold J. Warell, Acting Director
Labor Relations and Personnel
Services

By _____
Gerald Buckmaster

By _____
Edward A. Hunter

K. Joseph Young
Deputy Mayor/Finance Director

By _____
Robert Becker

Robert Lamson, Fire Chief

Wayne Belback, Manager
Budget and Research

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PONTIAC
AND
LOCAL #376
PONTIAC FIRE FIGHTERS UNION

Whereas, through the process of negotiating a contractual agreement between the City of Pontiac and the Pontiac Fire Fighters Union (PFFU), it is agreed that:

1. The Fire Alarm Dispatch function will be performed by civilian personnel, not represented by the PFFU.
2. On the date of transition, Max McClusky will be assigned to Communications Liaison between the Dispatch Function and the Fire Department. His hours will be determined by the Chief of the Fire Department.
3. On the date of transition all other employees classified as Fire Dispatchers will return to 56 hour shifts and specific job assignments will be determined by the Chief.
4. Those employees who are currently classified as "Fire Dispatchers" will suffer no loss in pay or fringe benefits as a result of the transition.
5. The classification of "Fire Dispatcher" will be eliminated when the current employees who hold such title retire, promoted or leave the position for any reason.

FOR THE CITY OF PONTIAC

FOR THE UNION

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PONTIAC
AND
LOCAL #376
PONTIAC FIRE FIGHTERS UNION

Whereas, through the process of negotiating a contractual agreement between the City of Pontiac and the Pontiac Fire Fighters Union (PFFU), the PFFU has agreed to:

"Withdraw all litigations, court proceedings, grievances and arbitration concerning past hiring practices, Fire Department dispatching and employee performance evaluations."

The City has agreed that:

The evaluation forms will not be used for discipline or promotions.

FOR THE CITY OF PONTIAC

FOR THE UNION

Date: _____