

ARBITRATION UNDER ACT 312
(Public Act of 1969 As Amended)

Pontiac Fire Fighters Union,
Local 376, Union

Arbitration Panel Members:

AWARD OF THE ACT 312 ARBITRATION PANEL

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION UNDER ACT 312
(Public Act of 1969 As Amended)

In the Matter of
City of Pontiac, Employer
and

Pontiac Fire Fighters Union,
Local 376, Union

MERC CASE NO. D87 D-824

Arbitration Panel Members:

Joseph Girolamo, Arbitration Panel Chairperson
John C. Claya, Employer Delegate
Ronald Zawlocki, Union Delegate

AWARD OF THE ACT 312 ARBITRATION PANEL

I. Preliminary Statement

These proceedings were commenced pursuant to the provisions of the Act entitled "Compulsory Arbitration of Labor Disputes, Policemen and Firemen" being Act 312 of the Public Acts of 1969, as amended, of the State of Michigan. This decision and award is made and entered pursuant to the provisions of said Act 312, as amended.

The parties entered the following agreements and stipulations:

- A. The parties agree and stipulate that the parties' new contract will be the same as the parties' prior contract (in effect from July 1, 1984 through June 30, 1987) except as amended by the Act 312 Arbitration Panel's Award on the outstanding issues presented to the Act 312 Arbitration Panel for decision and award.
- B. The parties agree and stipulate that the parties' new contract will be in effect from July 1, 1987 through June 30, 1990.

II. AWARDS


The parties also entered an agreement and stipulation with respect to the outstanding issues presented to the Arbitration Panel for decision and award. The Award of the Arbitration Panel on each of the stipulated eighteen (18) outstanding issues is as follows.

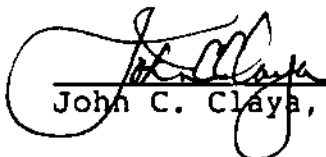
Issue No. 1:

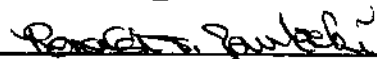
Article V - Seniority, Section 4 Earning Tenure, Sub-section D.1.

The Arbitration Panel makes the following award on this issue. Article V - Seniority, Section 4 Earning Tenure, Sub-section D.1 is hereby amended to provide as follows:

D.1. The amended Civil Service procedures will be as follows: Dual lists will be established with one list being all candidates in total score order and the second list a special list of the minorities, including women, in total score order. Hiring will be made from the first list in order except that at least one (1) minority must be hired of every three (3) hires. In order to achieve this the second list will be used if there is not at least one (1) minority for every three (3) hires from the first list. This dual list procedure will be in effect through the duration of the contract.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate

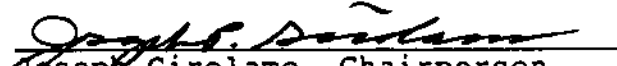

Ronald Zawlocki, Union Delegate

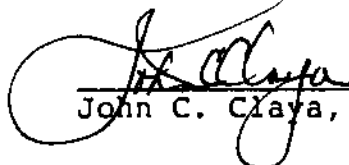
Issue No. 2.

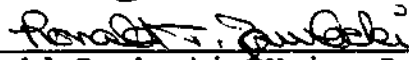
Article V - Seniority, Section 6 Promotions, Sub-section C.

The Arbitration Panel makes the following award on this issue. Article V - Seniority, Section 6 Promotions, Sub-section C is hereby amended to provide as follows:

- C. The amended Civil Service procedures will be as follows: dual lists will be established with one being in score order for all the candidates and the second list being the minorities, including women, in score order. Promotions are to be made from the first list except that at least one (1) minority will be promoted out of every three (3) promotions. The second list will be used to accomplish this if the first list does not result in at least one (1) minority promoted out of every three (3) promotions. The dual list will be in effect through the duration of the contract.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate



Ronald Zawlocki, Union Delegate

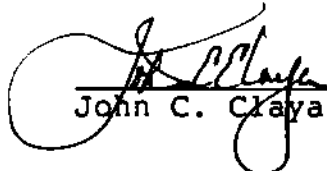
Issue No. 3

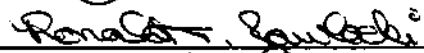
Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Staffing.

The Arbitration Panel makes the following award on this issue. Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Staffing is hereby amended to provide as follows:

- D. Manning All personnel, including staff personnel and those on sick leave, personal leave, vacation or other leaves, shall be considered and counted as part of each shift complement assigned to actual duty for fire suppression and EMS for each day. In no event will minimum manning fall below thirty-one (31) fire suppression and EMS line personnel physically present for duty each day. Persons of appropriate rank or classification shall be called in for overtime as necessary.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate

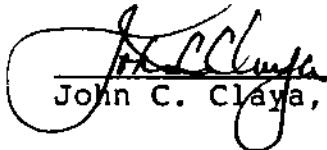

Ronald Zawlocki, Union Delegate

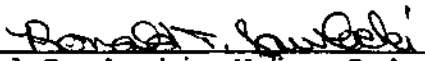
Issue No. 4

Supplemental Agreement with respect to Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Manning and Article VI Working Conditions, Section 11 Hours, Sections A and C.

The Arbitration Panel makes the following award on this issue. The Supplemental Agreement, attached to this Award as Attachment A, is hereby awarded and it is incorporated into the collective bargaining agreement between the parties.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

Issue No. 5

Article V - Seniority, Section 8 Out-of-Classification Assignments.

The Arbitration Panel makes the following award on this issue. Article V - Seniority, Section 8 Out-of-Classification Assignments is hereby amended to provide as follows:

Staffing and manning will be as listed below:


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

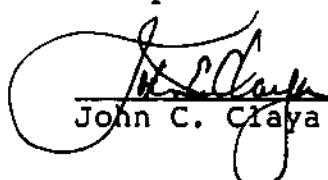
Chief Car	Battalion Chief	+	Engineer
Engine #1	Captain	+	Engineer
Engine #2	Captain	+	Engineer
Engine #4	Captain	+	Engineer
Engine #5	Captain	+	Engineer
Engine #6	Captain	+	Engineer
Mini Pump	Lieutenant	+	Engineer
Aerial	Lieutenant	+	Engineer
Ladder	Captain	+	Engineer
Rescue #1	Lieutenant	+	Engineer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

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

Totals per shift:

1 Battalion Chief
5 Captain & 1 Relief Captain
4 Lieutenant & 1 Relief Lieutenant
10 Engineer & 1 Relief Engineer


Joseph Girolamo, Chairperson


John C. Ciaya, Employer Delegate

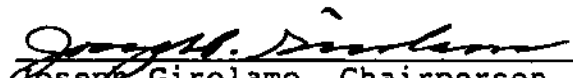

Ronald Zawlocki, Union Delegate

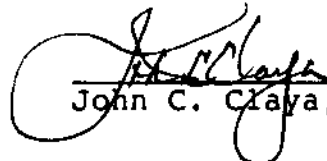
Issue No. 6


Article IX - General Provisions (Executive Chief).

The Arbitration Panel makes the following award on this issue. Article IX - General Provisions is hereby amended by the addition of the following new provision:

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


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

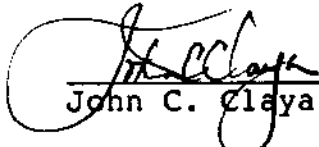
Issue No. 7

Article V - Seniority, Section 6 Promotions, Sub-section A.

The Arbitration Panel makes the following award on this issue. Article V - Seniority, Section 6 Promotions, Sub-section A is hereby amended to provide as follows:

- A.1. Promotions shall be made in accordance with the provisions of Act 78 of Public Acts of 1935, as amended except for Fire Chief. The Fire Chief shall be an appointment of the Mayor.
2. All examinations shall be competitive and in accordance with Act 78 of Public Acts of 1935, as amended; and classifications or positions such as Fire Marshal, Fire Inspector, Training Officer, Master Mechanic, Engineer, Lieutenant, Captain and Battalion Chief, shall be filled within thirty (30) days after vacancy occurs if an eligibility list is available; provided, however, this provision does not apply to the Fire Chief's position.


Joseph Girolamo, Chairperson

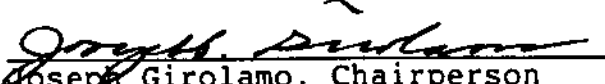

John C. Claya, Employer Delegate

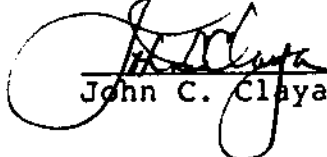

Ronald Zawlocki, Union Delegate

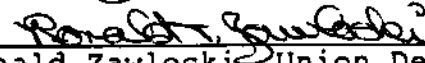
Issue No. 8

Article IX - General Provisions, Section 15. Assistant Chief's Drivers.

The Arbitration Panel makes the following award on this issue. Article IX - General Provisions, Section 15 Assistant Chief's Drivers is hereby deleted from the collective bargaining agreement.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

Issue No. 9

Article VIII Wages, Section 1 and Appendix A - PFFU Pay Plan.

The Arbitration Panel makes the following award on this issue. Article VIII Wages, Section 1 and Appendix A - PFFU Pay Plan are hereby adjusted as follows:

July 1, 1987 through June 30, 1988 the current pay schedule shall remain in effect.

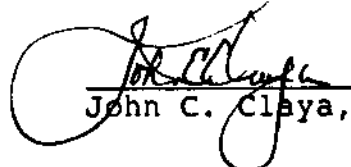
Effective July 1, 1988 - Two (2%) percent across the board.

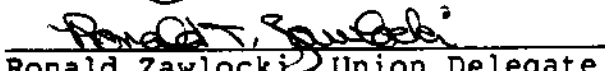
Effective January 1, 1989 - The differential between ranks will be increased by one (1%) percent. The firefighter rate of pay will remain unchanged and the current differential for the ranks above firefighter will be increased by one (1%) percent.

Effective July 1, 1989 - Two (2%) percent across the board.

The new wage schedules reflecting the above-referenced adjustments, are attached to this Award as Attachment B.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

Issue No. 10

Article VIII Wages, Section 2 Wage Scale.

The Arbitration Panel makes the following award on this issue. Article VIII Wages, Section 2 Wage Scale is hereby amended to provide as follows:

July 1, 1987 through June 30, 1988 the current pay schedule shall remain in effect.


Effective July 1, 1988 - Two (2%) percent across the board.

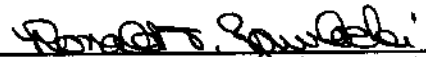
Effective January 1, 1989 - The differential between ranks will be increased by one (1%) percent. The firefighter rate of pay will remain unchanged and the current differential for the ranks above firefighter will be increased by one (1%) percent.

Effective July 1, 1989 - Two (2%) percent across the board.

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


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate


Issue No. 11

Article VI Working Conditions, Section 11 Hours, Sections A and C.

The Arbitration Panel makes the following award on this issue. Article VI Working Conditions, Section 11 Hours, Sections A and C are hereby amended to provide as follows:

- A. Subject to the provisions of this Agreement and the parties' Supplemental Agreements, the average weekly work schedule of employees will be 50.4 hours. A work day will consist of one twenty-four (24) consecutive hour period. The Employer will establish work schedules.
- C. Overtime: Subject to the provisions of this Agreement and the parties' Supplemental Agreements, Overtime is authorized time worked in excess of their scheduled tour of duty, i.e., 24, or 8 hour day, beginning with the starting time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs and time in excess of fifty point four (50.4) average hours per week for fifty point four (50.4) average hour employees and forty (40) hours per week for forty (40) hour employees. Overtime payment begins at 8:00 a.m. and ends when the employee arrives back at the station and is relieved from duty. Authorized vacation, sick leave and holidays shall be considered as time worked provided that this provision does not apply to FLSA and Act 604 payments. Employees shall work overtime when necessary and overtime on any job shall be allocated as equally as possible among all employees qualified to do the work.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

Issue No. 12


Article IX General Provisions, Section 3 Revisions of This Working Agreement.

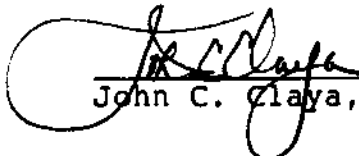
The Arbitration Panel makes the following award on this issue. Article IX General Provisions, Section 3 Revisions of This Working Agreement is hereby amended to provide as follows:


Section 3. Revision of This Working Agreement

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

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


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate

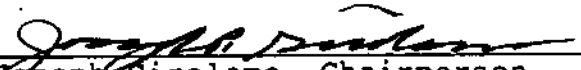

Ronald Zawlocki, Union Delegate

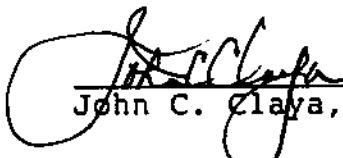
Issue No. 13


Article VII Pension Plan, Section 5 Contribution.

The Arbitration Panel makes the following award on this issue. Article VII Pension Plan, Section 5 Contribution is hereby amended to provide as follows:

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


Joseph Girolamo, Chairperson

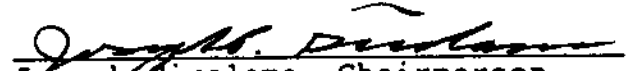

John C. Claya, Employer Delegate

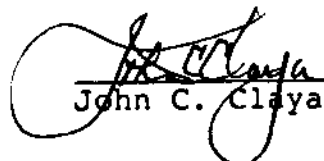

Ronald Zawlocki, Union Delegate

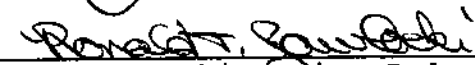
Issue No. 14

Article VI - Working Conditions, Section 8 Holidays, Sub-section A.

The Arbitration Panel makes the following award on this issue. Article VI - Working Conditions, Section 8 Holidays, Sub-section A is hereby amended by the deletion of Lincoln's Birthday and the addition of Martin Luther King Day.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate



Ronald Zawlocki, Union Delegate


Issue No. 15


Article VI Working Conditions, Section 17 Uniform Cleaning and Maintenance Allowance.

The Arbitration Panel makes the following award on this issue. Article VI Working Conditions is amended by the substitution of the following new Section 17:

Section 17. Uniform Cleaning and Maintenance Allowance Effective December 1, 1989, and each December 1 thereafter, during the duration of the Agreement, members of the bargaining unit will receive a reimbursement allowance of \$350.00 for the costs of maintaining and cleaning required uniforms during the preceding 12 month period (December 1 to December 1). To be eligible for the allowance the employee must be on the payroll as of December 1, of the year in which payment is to be made; provided that, if the employee resigns or retires prior to December 1 the employee will receive a pro rata allowance. In the event the employee was not actively working during the preceding full 12 month period (e.g., the employee was a new hire or the employee was on layoff, unpaid leave of absence, workers compensation, etc.), the allowance will be computed and paid on a pro rata basis. The reimbursement allowance shall not be included in the computation of the employee's final average compensation for pension purposes.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate

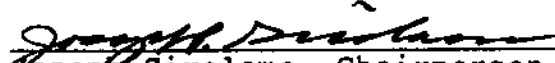

Ronald Zawlocki, Union Delegate

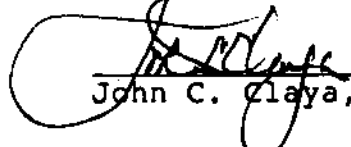
Issue No. 16

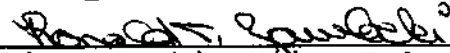
Article VI Working Conditions, Section 22 EMS Provisions,
Section A.2.

The Arbitration Panel makes the following award on this
issue. Article VI Working Conditions, Section 22 EMS Provisions,
Section A.2 is amended to provide as follows:

2. Future appointments will be made from a list of
Firefighters established by taking the total over-
all scores. The total overall scores will include
the clinical, State test and average school rating
combined to give such score. These totals com-
bined will place the Paramedic in his/her proper
position on the list.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate


Issue No. 17

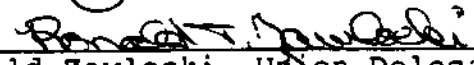
Article VI Working Conditions, Section 22 EMS Provisions,
Sections 3(a) and (b).

The Arbitration Panel makes the following award on this
issue. Article VI Working Conditions, Section 22 EMS Provisions,
Sections 3 (a) and (b) are amended to provide as follows:

AEMT's assigned pursuant to Article VI, Section 22, Sub-
section 7 shall receive the full rate of pay of the next
higher rank or classification. Those holding licenses but
not assigned as set forth above shall not receive this
differential.


Joseph Girolamo, Chairperson

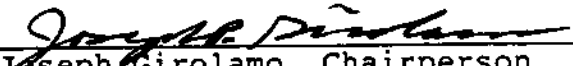

John C. Claya, Employer Delegate

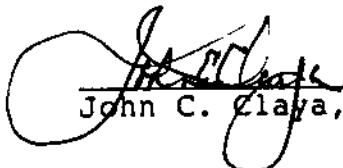

Ronald Zawlocki, Union Delegate

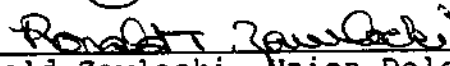
Issue No. 18

Effective Dates of the Awards.

The Arbitration Panel makes the following award on this issue. The Awards on Issue Numbers 9, 10, 13 and 15 shall become effective on the dates specified in the awards set forth above. The Awards on Issue Numbers 3, 4 and 11 shall become effective on April 30, 1989. All other awards shall become effective on April 13, 1989 being the date of this Arbitration Award.



Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate

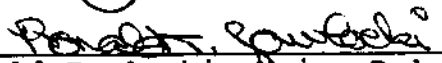

Ronald Zawlocki, Union Delegate

III. CONCLUSION

The above awards constitute the Arbitration Panel's complete and final decision and award on all of the eighteen (18) stipulated outstanding issues.

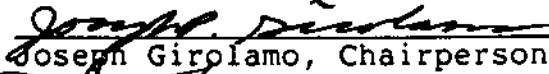

Joseph Girolamo, Chairperson

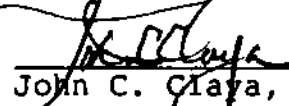

John C. Ciaya, Employer Delegate

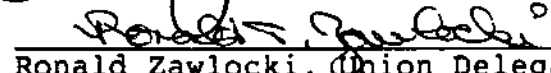

Ronald Zawlocki, Union Delegate

Dated: April 13, 1989

Act 312 Arbitration Panel Award on Issue No. 4.


Joseph Girolamo, Chairperson


John C. Claya, Employer Delegate


Ronald Zawlocki, Union Delegate

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the City of Pontiac, Michigan (hereinafter referred to as the "City") and Local #376, Pontiac Firefighters Union, IAFF (hereinafter referred to as the "Union") that, as a result of Act 312 Arbitration between the parties, the following Supplemental Agreement is hereby entered into and is incorporated into the collective bargaining agreement between the parties:

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

3. the manning level set forth in Article IX - General Provisions, Section 7, Maintenance of Conditions, sub-section D, Manning, set forth in the Act 312 Arbitration Award, remains in full force and effect.

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

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

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

FOR THE CITY

Walter Moore, Mayor

John C. Claya,
Deputy City Attorney

Harold J. Warell,
Labor Relations Admn.

Wayne W. Belback,
Finance Director

Dated: _____

FOR THE UNION

Ronald Zawlocki, President

Michael J. Nye, Negotiating
Committee

Walter Cooley, Trustee

Timothy M. Banycky, Secretary

50.4 HOUR WORK WEEK

(Example: Assuming forty (40) personnel per shift)*

I.	Batt. Chief	Eng	F.F.	F.F.
II.	Capt.	Eng	F.F.	F.F.
III.	Lt.	Eng	Eng	F.F.
IV.	Capt.	Eng	F.F.	F.F.
V.	Capt.	Lt.	Eng	F.F.
VI.	Capt.	Eng	F.F.	F.F.
VII.	Lt.	Eng	F.F.	F.F.
VIII.	Capt.	Lt.	Eng	F.F.
IX.	Lt.	Eng	F.F.	F.F.
X.	Capt.	Eng	F.F.	F.F.

JANUARY 1989

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
B I	C I	B II	A I	B III	A II	C II
8	9	10	11	12	13	14
A III	C III	B IV	C IV	B V	A IV	B VI
15	16	17	18	19	20	21
A V	C V	A VI	C VI	B VII	C VIII	B VIII
22	23	24	25	26	27	28
A VII	B IX	A VIII	C VIII	A IX	C IX	B X
29	30	31				
C X	B I	A X				

* The foregoing is an example assuming the City assigns forty (40) personnel per shift. It is understood and agreed that the City reserves the right, subject to the terms of the Agreement, to determine the number of personnel assigned per shift, i.e., the City may operate a shift with more than or fewer than forty (40) personnel. Line personnel will be scheduled and receive one twenty-four (24) hour tour of duty leave day (time off) every tenth (10th) scheduled tour of duty.

PFFU PAY PLAN - CITY OF PONTIAC, MICHIGAN
EFFECTIVE July 1, 1988

	<u>CLASS</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>
1503	BATTALION CHIEF	SALARY	43,074	43,912	44,744		
		S.T.	20.709	21.112	21.512		
		O.T.	31.063	31.667	32.267		
1505	FIRE MARSHALL	SALARY	43,074	43,912	44,744		
		S.T.	20.709	21.112	21.512		
		O.T.	31.063	31.667	32.267		
1507	FIRE INSPECTOR	SALARY	34,309	34,975	35,638		
		S.T.	16.495	16.815	17.134		
		O.T.	24.742	25.222	25.700		
1509	FIRE TRAINING OFFICER	SALARY	40,872	41,470			
		S.T.	19.650	19.938			
		O.T.	29.475	29.906			
1511	FIRE CAPTAIN	SALARY	37,002	37,717	38,447		
		S.T.	17.789	18.133	18.484		
		O.T.	26.684	27.200	27.726		
1513	FIRE LIEUTENANT	SALARY	34,309	34,975	35,638		
		S.T.	16.495	16.815	17.134		
		O.T.	24.742	25.222	25.700		
1514	FIRE LIEUTENANT-EMS	SALARY			38,447		
		S.T.			18.484		
		O.T.			27.726		
1515	FIRE ENGINEER	SALARY	32,123	33,045			
		S.T.	15.444	15.887			
		O.T.	23.166	23.831			
1516	FIRE ENGINEER-EMS	SALARY			35,638		
		S.T.			17.134		
		O.T.			25.700		
1517	FIRE ALARM DISPATCHER	SALARY	32,123	33,045			
		S.T.	15.444	15.887			
		O.T.	23.166	23.831			
1519	FIREFIGHTER	SALARY	25,720	26,264	27,081	28,458	30,641
		S.T.	12.365	12.627	13.020	13.682	14.731
		O.T.	18.548	18.940	19.530	20.523	22.097
1520	FIREFIGHTER-EMS	SALARY			33,045		
		S.T.			15.887		
		O.T.			23.831		
1521	MASTER FIRE MECHANIC	SALARY	40,878	41,470			
		S.T.	19.653	19.938			
		O.T.	29.479	29.906			
1522	EMS COORDINATOR	SALARY	40,878	41,470			
		S.T.	19.653	19.938			
		O.T.	29.479	29.906			

PFFU PAY PLAN - CITY OF PONTIAC, MICHIGAN
EFFECTIVE January 1, 1989

	<u>CLASS</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>
1503	BATTALION CHIEF	SALARY	45,125	45,994	46,857		
		S.T.	21.695	22.113	22.527		
		O.T.	32.542	33.169	33.791		
1505	FIRE MARSHALL	SALARY	45,125	45,994	46,857		
		S.T.	21.695	22.113	22.527		
		O.T.	32.542	33.169	33.791		
1507	FIRE INSPECTOR	SALARY	34,961	35,633	36,303		
		S.T.	16.808	17.131	17.453		
		O.T.	25.212	25.697	26.180		
1509	FIRE TRAINING OFFICER	SALARY	42,415	43,030			
		S.T.	20.392	20.688			
		O.T.	30.588	31.031			
1511	FIRE CAPTAIN	SALARY	38,055	38,784	39,527		
		S.T.	18.296	18.646	19.003		
		O.T.	27.444	27.969	28.505		
1513	FIRE LIEUTENANT	SALARY	34,961	35,633	36,303		
		S.T.	16.808	17.131	17.453		
		O.T.	25.212	25.697	26.180		
1514	FIRE LIEUTENANT-EMS	SALARY			39,527		
		S.T.			19.003		
		O.T.			28.505		
1515	FIRE ENGINEER	SALARY	32,429	33,352			
		S.T.	15.591	16.035			
		O.T.	23.386	24.052			
1516	FIRE ENGINEER-EMS	SALARY			36,303		
		S.T.			17.453		
		O.T.			26.180		
1517	FIRE ALARM DISPATCHER	SALARY	32,429	33,352			
		S.T.	15.591	16.035			
		O.T.	23.386	24.052			
1519	FIREFIGHTER	SALARY	25,720	26,264	27,081	28,458	30,641
		S.T.	12.365	12.627	13.020	13.682	14.731
		O.T.	18.548	18.940	19.530	20.523	22.097
1520	FIREFIGHTER-EMS	SALARY			33,352		
		S.T.			16.035		
		O.T.			24.052		
1521	MASTER FIRE MECHANIC	SALARY	42,415	43,030			
		S.T.	20.392	20.688			
		O.T.	30.588	31.031			
1522	EMS COORDINATOR	SALARY	42,415	43,030			
		S.T.	20.392	20.688			
		O.T.	30.588	31.031			

PFFU PAY PLAN - CITY OF PONTIAC, MICHIGAN
EFFECTIVE July 1, 1989

Attachment B, Page 3

	<u>CLASS</u>		<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>
1503	BATTALION CHIEF	SALARY	46,028	46,914	47,794		
		S.T.	22.129	22.555	22.978		
		O.T.	33.193	33.832	34.467		
1505	FIRE MARSHALL	SALARY	46,028	46,914	47,794		
		S.T.	22.129	22.555	22.978		
		O.T.	33.193	33.832	34.467		
1507	FIRE INSPECTOR	SALARY	35,660	36,346	37,029		
		S.T.	17.144	17.474	17.802		
		O.T.	25.716	26.211	26.704		
1509	FIRE TRAINING OFFICER	SALARY	43,263	43,891			
		S.T.	20.800	21.101			
		O.T.	31.199	31.652			
1511	FIRE CAPTAIN	SALARY	38,816	39,560	40,318		
		S.T.	18.662	19.019	19.384		
		O.T.	27.992	28.529	29.075		
1513	FIRE LIEUTENANT	SALARY	35,660	36,346	37,029		
		S.T.	17.144	17.474	17.802		
		O.T.	25.716	26.211	26.704		
1514	FIRE LIEUTENANT-EMS	SALARY			40,318		
		S.T.			19.384		
		O.T.			29.075		
1515	FIRE ENGINEER	SALARY	33,078	34,019			
		S.T.	15.903	16.355			
		O.T.	23.854	24.533			
1516	FIRE ENGINEER-EMS	SALARY			37,029		
		S.T.			17.802		
		O.T.			26.704		
1517	FIRE ALARM DISPATCHER	SALARY	33,078	34,019			
		S.T.	15.903	16.355			
		O.T.	23.854	24.533			
1519	FIREFIGHTER	SALARY	26,234	26,789	27,622	29,027	31,254
		S.T.	12.613	12.879	13.280	13.955	15.026
		O.T.	18.919	19.319	19.920	20.933	22.539
1520	FIREFIGHTER-EMS	SALARY			34,019		
		S.T.			16.355		
		O.T.			24.533		
1521	MASTER FIRE MECHANIC	SALARY	43,263	43,891			
		S.T.	20.800	21.101			
		O.T.	31.199	31.652			
1522	EMS COORDINATOR	SALARY	43,263	43,891			
		S.T.	20.800	21.101			
		O.T.	31.199	31.652			

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STATION
ENCLOSURE

AGREEMENT AND STIPULATION

(Act 312 Arbitration - MERC Case No. D87 D-824)

It is hereby agreed, and stipulated, by and between the City of Pontiac and the Pontiac Fire Fighters Union, Local 376 as follows:

- A. The parties agree and stipulate that the parties' new contract will be the same as the parties' prior contract (in effect from July 1, 1984 through June 30, 1987) except as amended by the Act 312 Arbitration Panel's Award on the outstanding issues (as set forth in paragraph C below) presented to the Act 312 Arbitration Panel for decision and award.
- B. The parties agree and stipulate that the parties' new contract will be in effect from July 1, 1987 through June 30, 1990.
- C. The parties agree and stipulate that the only outstanding issues presented to the Act 312 Arbitration Panel for decision and award are as follows:
 - 1. Article V - Seniority, Section 4 Earning Tenure, Sub-section D.1.
 - 2. Article V - Seniority, Section 6 Promotions, Sub-section C.
 - 3. Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Staffing.
 - 4. Supplemental Agreement with respect to Article IX - General Provisions, Section 7, Maintenance of Conditions, Sub-section D, Manning and Article VI Working Conditions, Section 11 Hours, Sections A and C.
 - 5. Article V - Seniority, Section 8 Out-of-Classification Assignments.
 - 6. Article IX - General Provisions (Executive Chief).
 - 7. Article V - Seniority, Section 6 Promotions, Sub-section A.
 - 8. Article IX - General Provisions, Section 15. Assistant Chief's Drivers.
 - 9. Article VIII Wages, Section 1 and Appendix A - PFFU Pay Plan.
 - 10. Article VIII Wages, Section 2 Wage Scale.

11. Article VI Working Conditions, Section 11 Hours, Sections A and C.
12. Article IX General Provisions, Section 3 Revisions of This Working Agreement.
13. Article VII Pension Plan, Section 5 Contribution.
14. Article VI - Working Conditions, Section 8 Holidays, Sub-section A.
15. Article VI Working Conditions, Section 17 Uniform Cleaning and Maintenance Allowance.
16. Article VI Working Conditions, Section 22 EMS Provisions, Section A.2.
17. Article VI Working Conditions, Section 22 EMS Provisions, Sections 3(a) and (b).
18. Effective Dates of the Awards.

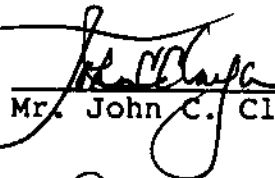
This Agreement and Stipulation is entered on behalf of the parties by the parties' duly authorized representatives being the parties' Act 312 Arbitration Panel Delegates and the parties' attorneys of record in the Act 312 Arbitration Proceeding in Case No. D87 D-824.

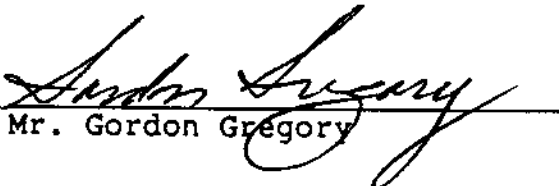
Dated: April 13, 1989

Pontiac Fire Fighters
Union, Local 376

City of Pontiac


Mr. Ronald Zawlocki


Mr. John C. Claya


Mr. Gordon Gregory


Mr. Dennis DuBay