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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the matter of:

CITY OF WOODHAVEN

and

WOODHAVEN FIREFIGHTERS ASSOCIATION,
COMPANY 25

MERC ACT 312 CASE NO. D84 B-454

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARBITRATION PANEL AWARD

Pursuant to the Police-Firefighters Arbitration Act (Act 312, Public Acts of 1969, as amended, the arbitration panel met with the representatives of the parties for a prehearing conference on February 4, 1985 at Woodhaven, Michigan. At that time the parties entered into various stipulations as to contract articles which were not in dispute, and as to categorization of disputed articles as involving economic or non-economic issues. They also agreed to obtain and furnish to each other information which they expected to offer in evidence as to comparability factors set forth in the Act.

On May 6, 1985, a hearing was held in the matter at Woodhaven, at which the parties offered certain joint exhibits and entered into several stipulations. As a result of these exhibits, stipulations, and statements made by the parties on the record, the arbitration panel was able to reach unanimous agreement with respect to the inclusion of the following provisions in the contract between the parties, which is set forth in its entirety following page two of this award:

Article III Management Rights
Article IX Insurance
Article X Dispatching
Article XI Wages
Article XVI Worker's Disability Compensation
Article XX Term

All other provisions of the contract were agreed upon in full by the parties prior to the hearing.

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

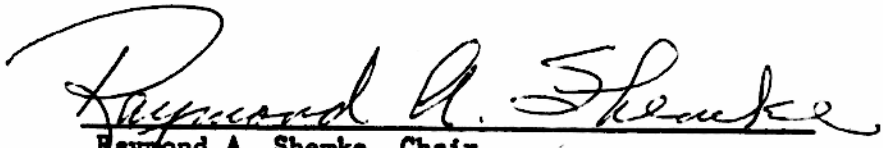
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Woodhaven, City of

Shemke, Raymond A.

The contract consists of a cover sheet, an index numbered i and ii, and sixteen pages numbered 1 through 16, including the signature page.

Dated this 23rd day of May, 1985.


Raymond A. Shemke, Chair


Employer Delegate


Labor Organization Delegate

STIPULATED AGREEMENT MADE
BETWEEN
THE CITY OF WOODHAVEN
AND
THE WOODHAVEN FIREFIGHTERS ASSOCIATION
ON MAY 6, 1985

INDEX

ART.	SEC.	TITLE	PAGE
		INDEX	1
		AGREEMENT	1
		PURPOSE AND INTENT	1
I		DEFINITIONS	1
II		RECOGNITION	2
III		MANAGEMENT RIGHTS	2
IV		ASSOCIATION SECURITY	3
	1	EXCLUSIVE REPRESENTATION	3
	2	EXCLUSIONS FROM BARGAINING TEAMS	3
	3	MEMBERSHIP OF ELECTED CITY OFFICIALS	3
V		ASSOCIATION DUES AND SERVICE FEES	3
	1	WITHHOLDING	3
	2	REFUNDS	4
	3	LIABILITY FOR COLLECTIONS	4
	4	NEW EMPLOYEES DUES	4
	5	HOLD HARMLESS CLAUSE	4
VI		STRIKES AND LOCK OUTS	4
	1	STRIKES	5
	2	LOCKOUTS	5
VII		EMPLOYEE RIGHTS	5
	1	ASSOCIATION ACTIVITIES	5
	2	ASSOCIATION WORK	5
	3	BULLETIN BOARDS	5
	4	MEETING PLACE	5
	5	OTHER SKILLED WORK	6
	6	HYDRANT DUTY	6
VIII		CHAIN OF COMMAND	6
IX		INSURANCE	6
	1	LIFE	6
	2	ACCIDENTAL MEDICAL	7
	3	COPIES OF POLICIES	7
X		DISPATCHING	7
	1	QUALIFICATIONS	7
	2	COMPENSATION	7

INDEX - CONT.

ART.	SEC.	TITLE	PAGE
XI		WAGES	8
	1	HOURLY	8
	2	WAGE SCALE	8
	3	HOURLY INCREMENTS	8
	4	STANDBY PAY	8
	5	INSTRUCTORS PAY	8
	6	E.M.T. CERTIFICATE PREMIUM	9
	7	COMPENSATION FOR HOURS MISSED FROM REG. EMPLOYMENT	9
XII		REPLACEMENT OF PERSONAL PROPERTY	9
XIII		UNIFORMS & GEAR	9
XIV		FURNISHINGS	10
XV		TRAINING	10
	1	FEDERAL MINIMUM WAGE	10
	2	CREDIT FOR RUNS DURING TRAINING SESSION	10
XVI		WORKER'S DISABILITY COMPENSATION	11
	1	BENEFITS	11
	2	AVERAGE WEEKLY WAGE	11
	3	SUPPLEMENTAL BENEFIT.	11
XVII		SENIORITY AND PROMOTIONS	11
	1	CONDITIONS RELATIVE TO PROBATION STATUS	11
	2	LOSS OF SENIORITY	12
	3	SENIORITY LIST	12
	4	PROMOTION PROBATIONARY PERIOD	12
	5	COMPETITIVE EXAMINATIONS	12
XVIII		GRIEVANCE AND ARBITRATION	13
	1	PROCEDURE	14
	2	ASSOCIATION EXCLUSIVE AUTHORITY	14
XIX		MAINTENANCE OF CONDITIONS AND DURATION	14
	1	CONTINUATION OF BENEFITS	14
	2	PROHIBITION AGAINST UNILATERAL CHANGES	14
	3	COMPLIANCE WITH STATUTES	14
	4	NOTICE AS TO NEGOTIATIONS & TERM OF AGREEMENT	14
XX		TERM	15
		SIGNATURE PAGE	16

A G R E E M E N T

AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY OF WOODHAVEN, MICHIGAN, HEREINAFTER REFERRED TO AS THE "CITY", AND THE WOODHAVEN FIREFIGHTERS ASSOCIATION, ALSO KNOWN AS THE WOODHAVEN FIREFIGHTERS, COMPANY 25, HEREINAFTER REFERRED TO AS THE "ASSOCIATION".

PURPOSE AND INTENT

THE GENERAL PURPOSE OF THIS AGREEMENT IS TO SET FORTH AND AFFIRM CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT, AND TO PROMOTE ORDERLY AND PEACEFUL LABOR RELATIONS FOR THE MUTUAL INTEREST OF THE CITY, ITS CITIZENS, ITS EMPLOYEES, AND THE ASSOCIATION.

THE PARTIES RECOGNIZE THAT THE INTEREST OF THE COMMUNITY AND THE JOB SECURITY OF THE EMPLOYEES DEPEND UPON THE CITY'S SUCCESS IN ESTABLISHING AND THE ASSOCIATION'S SUCCESS IN RENDERING EMERGENCY AND FIREFIGHTING SERVICE TO THE PUBLIC. TO THOSE ENDS, THE CITY AND THE ASSOCIATION ENCOURAGE TO THE FULLEST DEGREE FRIENDLY AND COOPERATIVE RELATIONS BETWEEN ALL REPRESENTATIVES OF THE ASSOCIATION AND THE CITY.

THIS AGREEMENT WILL SERVE TO PROVIDE AN ORDERLY AND EQUITABLE MEANS OF RESOLVING DIFFERENCES BETWEEN THE CITY AND THE ASSOCIATION. FURTHER, THIS AGREEMENT WILL SERVE TO ESTABLISH AN UNDERSTANDING BETWEEN THE CITY AND THE ASSOCIATION RELATIVE TO PROCEDURES, CONDITIONS OF EMPLOYMENT, RATES OF PAY AND HOURS OF WORK. THIS AGREEMENT PROVIDES FOR A METHOD TO SETTLE DIFFERENCES THE EMPLOYEES OR THE CITY MAY HAVE RELATIVE TO THIS AGREEMENT.

ARTICLE I

DEFINITIONS

- A. THE CITY OF WOODHAVEN IS THE EMPLOYER.
- B. THE ASSOCIATION INCLUDES THE OFFICERS AND REPRESENTATIVES OF THE ASSOCIATION WHO ARE MEMBERS OF THE WOODHAVEN FIREFIGHTERS, COMPANY 25.
- C. EMPLOYEE MEANS AN EMPLOYEE OF THE FIRE DEPARTMENT.
- D. MEMBER MEANS A MEMBER OF THE ASSOCIATION.
- E. EMPLOYER MEANS THE CITY OF WOODHAVEN.
- F. THE MASCULINE PRONOUNS AND RELATIVE WORDS HEREIN USED SHALL BE READ AS IF WRITTEN IN PLURAL AND FEMININE IF REQUIRED UNDER THE CIRCUMSTANCES AND INDIVIDUALS INVOLVED AND IS NOT INTENDED TO BE DISCRIMINATORY IN ANY FASHION.

DEFINITIONS -CONT'D.

G. "DAYS" SHALL MEAN THE DAYS OF THE WEEK OTHER THAN, SATURDAYS, SUNDAYS OR A HOLIDAY, UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS CONTRACT.

ARTICLE II

RECOGNITION

PURSUANT TO AND IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ACT 379 OF THE PUBLIC ACTS OF 1965, AS AMENDED, THE CITY DOES HEREBY RECOGNIZE THE ASSOCIATION AS THE SOLE AND EXCLUSIVE REPRESENTATIVE FOR THE PURPOSE OF COLLECTIVE BARGAINING WITH RESPECT TO ESTABLISHING WAGES, SALARIES, HOURS OF EMPLOYMENT, HANDLING OF DISPUTES AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES OF THE WOODHAVEN FIRE DEPARTMENT, EXCEPT THE PERSON HOLDING THE POSITION OF FIRE CHIEF.

ARTICLE III

MANAGEMENT RIGHTS

THE CITY HAS THE SOLE RIGHT TO MANAGE THE FIRE DEPARTMENT, INCLUDING THE RIGHT TO MAINTAIN ORDER AND EFFICIENCY, AND THIS RIGHT MAY BE DELEGATED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY CHARTER AND THE CITY ORDINANCES.

THE CITY HAS THE SOLE RIGHT TO HIRE, LAY OFF, ASSIGN AND TRANSFER MEMBERS, TO APPOINT OR PROMOTE MEMBERS TO POSITIONS WITHIN THE DEPARTMENT; TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE.

THE ASSOCIATION RECOGNIZES OTHER RIGHTS AND RESPONSIBILITIES BELONGING SOLELY TO THE CITY, PROMINENT AMONG WHICH, BUT BY NO MEANS WHOLLY INCLUSIVE, ARE THE RIGHTS TO DETERMINE THE LOCATION AND THE NUMBER OF STATIONS, THE MANNER IN WHICH THE STATIONS ARE TO BE OPERATED, THE EQUIPMENT TO BE USED, THE MANNER IN WHICH WORK IS TO BE PERFORMED, AND THE NUMBER AND TYPE OF PERSONNEL TO BE EMPLOYED AND THE ASSIGNMENT OF THEIR DUTIES.

THE ASSOCIATION RECOGNIZES THE RIGHT OF THE CITY TO MAKE SUCH REASONABLE RULES AND REGULATIONS NOT IN CONFLICT WITH THIS AGREEMENT, AS IT MAY FROM TIME TO TIME DEEM BEST FOR THE PURPOSE OF MAINTAINING ORDER, SAFETY, AND/OR EFFECTIVE OPERATION OF THE CITY'S FIRE DEPARTMENT AND TO REQUIRE COMPLIANCE THEREWITH BY THE MEMBERS. THE ASSOCIATION RESERVES THE RIGHT TO QUESTION THE REASONABLENESS OF THE FIRE DEPARTMENT RULES AND REGULATIONS THROUGH THE GRIEVANCE PROCEDURE.

THE FIRE DEPARTMENT RULES AND REGULATIONS AS PROMULGATED BY THE FIRE CHIEF SHALL BE REVIEWED AT LEAST ONCE EVERY YEAR BY THE FIRE CHIEF AND A COMMITTEE ELECTED BY THE ASSOCIATION. THE ASSOCIATION SHALL CERTIFY TO THE FIRE CHIEF THE MEMBERS OF THE

MANAGEMENT RIGHTS - CONT.

COMMITTEE SO ELECTED ON OR BEFORE JANUARY 1 OF EACH CALENDAR YEAR.

IT IS UNDERSTOOD AND AGREED THAT ANY OF THE POWERS AND AUTHORITY THE CITY HAD PRIOR TO THE MAKING OF THIS AGREEMENT ARE RETAINED BY THE CITY EXCEPT THOSE SPECIFICALLY ABRIDGED, DELETED, OR GRANTED BY THIS AGREEMENT.

THE CITY, FOR THE PROTECTION OF ITSELF AND ITS EMPLOYEES SHALL HAVE THE RIGHT TO REQUIRE MEMBERS OF THE FIRE DEPARTMENT TO SUBMIT TO A YEARLY PHYSICAL EXAMINATION AT THE COST OF THE CITY. REQUESTS TO TAKE A PHYSICAL EXAMINATION SHALL NOT ARBITRARY OR CAPRICIOUS.

THIS SECTION SHALL NOT OPERATE TO ABRIDGE ANY RIGHTS GRANTED TO THE ASSOCIATION BY LAW.

ARTICLE IV

ASSOCIATION SECURITY

SECTION 1. ASSOCIATION EXCLUSIVE REPRESENTATION

THE CITY SHALL NOT ENTER INTO ANY COLLECTIVE BARGAINING AGREEMENTS WITH ITS EMPLOYEES OF FIRE DEPARTMENT, INDIVIDUALLY OR COLLECTIVELY OR WITH ANY OTHER ORGANIZATION WHICH IN ANY WAY CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT.

SECTION 2. EXCLUSION FROM BARGAINING TEAM

ANY PERSON WHO IS A MEMBER OF ANY OTHER BARGAINING UNIT OF THE CITY SHALL NOT BE ALLOWED TO BE A MEMBER OF THE BARGAINING TEAM OF THE ASSOCIATION.

SECTION 3. MEMBERSHIP OF CITY ELECTED OFFICIALS

ANY MEMBER OF THE ASSOCIATION ELECTED TO CITY PUBLIC OFFICE SHALL SUSPEND HIS MEMBERSHIP IN THE ASSOCIATION FOR THE PERIOD OF TIME HE HOLDS SUCH PUBLIC OFFICE.

ARTICLE V

ASSOCIATION DUES AND SERVICE FEES

SECTION 1. DUES WITHHOLDING

THE CITY AGREES TO DEDUCT DUES AND ASSESSMENTS FROM THE PAY OF THE EMPLOYEES IN AN AMOUNT CERTIFIED TO BE CORRECT BY THE SECRETARY OR TREASURER OF THE ASSOCIATION. THE TOTAL AMOUNT OF DEDUCTIONS SHALL BE REMITTED BY THE CITY TO THE TREASURER OF THE ASSOCIATION. THE ASSOCIATION IS REQUIRED TO CERTIFY ANY CHANGE IN THE AMOUNT DUE THE ASSOCIATION WITHIN 10 CALENDAR DAYS OF THE PAY DAY FOR THE PERIOD COVERED. THIS AUTHORIZATION SHALL REMAIN IN

ASSOCIATION DUES AND SERVICE FEES -CONT'D

FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT.

SECTION 2. REFUNDS

IN EVENT A DEDUCTION IS MADE WHICH DUPLICATES A PAYMENT AN EMPLOYEE ALREADY HAS MADE TO THE ASSOCIATION, OR WHERE THE DEDUCTION IS NOT IN CONFORMITY WITH THE PROVISIONS OF THE ASSOCIATION'S CONSTITUTION AND BY-LAWS, THE ASSOCIATION SHALL BE RESPONSIBLE FOR AND MAKE THE NECESSARY REFUND TO THE EMPLOYEE ENTITLED TO SAME.

SECTION 3. LIABILITY FOR COLLECTIONS

THE CITY SHALL NOT BE LIABLE TO THE ASSOCIATION BY REASON OF REQUIREMENTS OF THIS AGREEMENT FOR REMITTANCE OR PAYMENT OF ANY SUM OTHER THAN THAT CONSTITUTING ACTUAL DEDUCTIONS MADE FROM WAGES EARNED BY EMPLOYEES. ALSO THE EMPLOYER SHALL NOT BE LIABLE FOR DUES FROM AN EMPLOYEE WHO DOES NOT RECEIVE WAGES FOR ANY PARTICULAR MONTH. THE CITY SHALL NEITHER BE REQUIRED TO DEDUCT ASSOCIATION DUES AND SERVICE FEES NOR PAY TO THE ASSOCIATION ANY PARTIAL DUES OR ASSESSMENTS ON BEHALF OF ITS EMPLOYEES.

SECTION 4. NEW EMPLOYEES - DUES

WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF EXECUTION OF THIS AGREEMENT OR DATE OF HIRE, WHICHEVER IS LATER, ANY PRESENT OR FUTURE EMPLOYEE WHO IS NOT A MEMBER OF THE ASSOCIATION SHALL, AS A CONDITION OF EMPLOYMENT, PAY THE ASSOCIATION A MONTHLY SERVICE FEE EQUAL TO THE AMOUNT OF ASSOCIATION DUES AND/OR ASSESSMENTS AS A CONTRIBUTION TOWARD THE ADMINISTRATION OF THIS AGREEMENT.

SECTION 5. HOLDHARMLESS

THE ASSOCIATION AGREES TO PROTECT AND SAVE HARMLESS THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, SUITS AND OTHER FORMS OF LIABILITY BY REASON OF ACTION TAKEN OR NOT TAKEN BY THE EMPLOYER FOR THE PURPOSE OF COMPLYING WITH SECTION 2, 3 AND 4 OF THIS ARTICLE.

ARTICLE VI

STRIKES AND LOCK OUTS

SECTION 1. STRIKES

DURING THE LIFE OF THIS AGREEMENT THE ASSOCIATION SHALL NEITHER CAUSE A STRIKE, NOR PERMIT ITS MEMBERS TO CAUSE A STRIKE. NO MEMBER OF THE ASSOCIATION SHALL TAKE PART IN A STRIKE, OR ANY CONCERTED EFFORT TO DIMINISH THE QUALITY OR QUANTITY OF WORK PERFORMED BY MEMBERS OF THE ASSOCIATION. IN THE EVENT OF ANY VIOLATIONS OF THIS ARTICLE, THE CITY SHALL TAKE IMMEDIATE DISCIPLINARY ACTION AGAINST THE EMPLOYEES FOUND TO BE

STRIKES AND LOCK OUTS - CONT'D.

IN VIOLATION OF THIS ARTICLE.

SECTION 2. LOCK OUTS

THE CITY SHALL NOT LOCK OUT THE EMPLOYEES OF THE FIRE DEPARTMENT DURING THE TERM OF THE AGREEMENT.

ARTICLE VII

EMPLOYEE RIGHTS

SECTION 1. ASSOCIATION ACTIVITIES

EMPLOYEES OF THE CITY FIRE DEPARTMENT SHALL HAVE THE RIGHT TO JOIN THE ASSOCIATION AND TO ENGAGE IN LAWFUL CONCERTED ACTIVITIES OF COLLECTIVE BARGAINING OR OTHER MUTUAL AID AND PROTECTION; TO EXPRESS OR COMMUNICATE ANY GRIEVANCE, OR COMPLAINT OR OPINION RELATING TO THE WORKING CONDITIONS OR THE COMPENSATION OF PUBLIC EMPLOYEES OR FOR THEIR BETTERMENT. THEY SHALL BE FREE FROM ANY AND ALL RESTRAINT, INTERFERENCE, COERCION, DISCRIMINATION OR REPRISAL BY THE CITY.

SECTION 2. ASSOCIATION WORK

NOT MORE THAN TWO (2) MEMBERS OF THE ASSOCIATION APPROPRIATELY DESIGNATED TO PERFORM ASSOCIATION WORK SHALL BE PLACED ON THE RUN SHEET FOR A PERIOD OF NOT LESS THAN ONE (1) HOUR FOR ANY RUN THEY MISS WHILE FULFILLING THEIR RESPONSIBILITIES AT CONTRACT BARGAINING SESSIONS, GRIEVANCE PROCESSING OR THE ADMINISTRATION OF THIS AGREEMENT WITH THE CITY; NO EMPLOYEE SHALL BE ENTITLED TO BE PLACED ON THE RUN SHEET IF HE WAS IMMEDIATELY RELEASED TO RESPOND TO THE FIRE DEPARTMENT TONE.

SECTION 3. BULLETIN BOARDS

THE CITY SHALL FURNISH A BULLETIN BOARD IN EACH FIRE HALL FOR THE USE OF EMPLOYEES TO POST ASSOCIATION NOTICES AND INFORMATION PERTAINING TO THE FIRE DEPARTMENT. THESE BULLETIN BOARDS, OR ANY ASSOCIATION COMMUNICATION POSTED THEREON, SHALL NOT BE DISTURBED BY ANY OFFICIAL OF THE CITY. THE PRESIDENT OF THE ASSOCIATION OR HIS DESIGNEE SHALL BE RESPONSIBLE FOR CONTENT OF THE MATTER POSTED ON SAID BULLETIN BOARDS.

SECTION 4. MEETING PLACE

THE CITY SHALL ALLOW THE ASSOCIATION TO SCHEDULE ASSOCIATION MEETINGS FOR ITS MEMBERS ON FIRE DEPARTMENT PROPERTY. SUCH MEETINGS SHALL NOT BE DISRUPTIVE OF THE DUTIES OF THE EMPLOYEES OR THE EFFICIENT OPERATION OF THE DEPARTMENT.

EMPLOYEE RIGHTS -CONT.

SECTION 5. OTHER SKILLED WORK

NO EMPLOYEE SHALL BE REQUIRED TO DO SPECIAL WORK, USUALLY PERFORMED BY A SKILLED TRADESMAN, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, WORK PERFORMED BY AN ELECTRICIAN, PLUMBER, CARPENTER OR PAINTER. THE ORDINARY HOUSEKEEPING AS PRESENTLY PERFORMED, MAINTENANCE OF GROUNDS AND EQUIPMENT, SUCH AS PAINTING OF EQUIPMENT AND GENERAL HOUSEKEEPING REPAIRS, SHALL CONTINUE. ORDINARY HOUSEKEEPING FUNCTIONS WILL BE MAINTAINED.

SECTION 6. HYDRANT DUTY

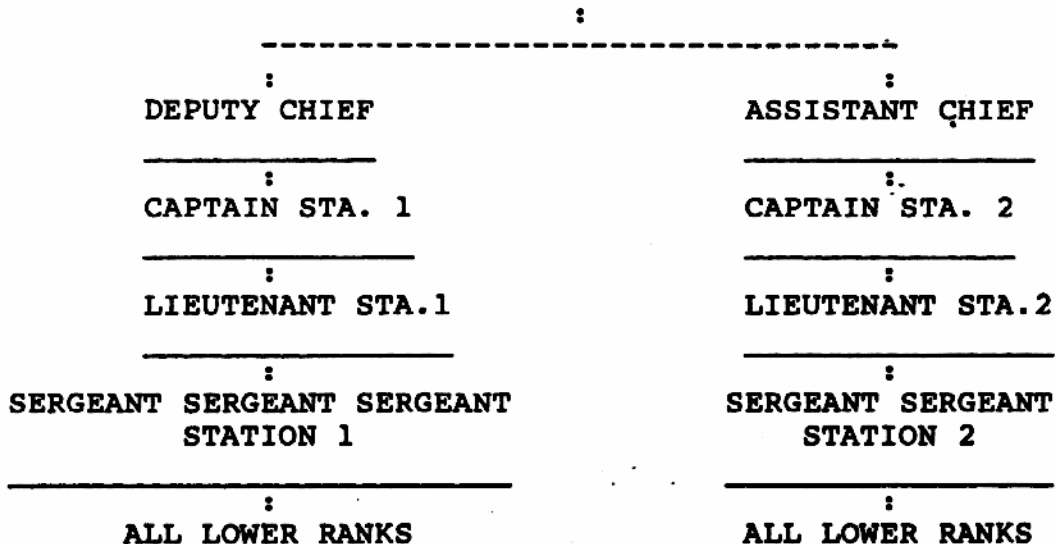
ALL HYDRANT PAINTING AND PUMPING WILL BE DONE BY MEMBERS OF THE BARGAINING UNIT. THOSE EMPLOYEES PERFORMING HYDRANT DUTY SHALL BE COMPENSATED AT A FIREFIGHTER'S RATE OF PAY.

ARTICLE VIII

CHAIN OF COMMAND

CITY OF WOODHAVEN STATION 25

FIRE CHIEF



WHEN OFFICERS OF EQUAL RANK ARE ON DUTY, THE OFFICER WITH MOST SENIORITY SHALL BE IN COMMAND UNLESS OTHERWISE DESIGNATED BY THE FIRE CHIEF.

ARTICLE IX

INSURANCE

SECTION 1. LIFE INSURANCE

THE CITY SHALL PROVIDE EACH MEMBER LIFE INSURANCE IN THE PRINCIPAL SUM OF \$20,000.00. THE INSURANCE POLICY PROVIDED BY

INSURANCE - CONT'D.

THE CITY SHALL BE EQUAL TO OR SHALL PROVIDE BETTER BENEFITS THAN THE HARTFORD POLICY NO. VP 103761, WHICH POLICY IS CURRENTLY IN FORCE. THE PRINCIPAL SUM OF SAID POLICY SHALL BE AMENDED TO REFLECT THE PROVISIONS OF THIS SECTION.

SECTION 2. ACCIDENTAL MEDICAL INSURANCE

THE CITY SHALL PROVIDE EACH MEMBER ACCIDENTAL MEDICAL INSURANCE AND HEART & CIRCULATORY INSURANCE IN THE PRINCIPAL SUM EQUALLING \$20,000.00.

SECTION 3. COPY OF POLICIES

THE CITY, AT THE REQUEST OF AN EMPLOYEE, SHALL PROVIDE HIM WITH COPIES OF THE POLICIES OF INSURANCE REFERRED TO IN SECTIONS 1 AND 2 OF THIS ARTICLE.

ARTICLE X

DISPATCHING

SECTION 1. QUALIFICATIONS

ALL MEMBERS OF THE WOODHAVEN FIRE DEPARTMENT ARE ELIGIBLE FOR DISPATCHING IN ACCORD WITH THE PRACTICE AS IT EXISTED ON JULY 1, 1984.

SECTION 2. DISPATCHING COMPENSATION

MEMBERS OF THE DEPARTMENT WHO ARE DISPATCHING OR PLACED ON CONTINGENCY STANDBY SHALL EARN \$4.25 PER HOUR ON AND AFTER JULY 1, 1984; AND \$4.50 AN HOUR ON AND AFTER JULY 1, 1985; AND \$5.00 AN HOUR ON AND AFTER JULY 1, 1986.

ARTICLE XI

WAGES

SECTION 1. WAGES PER HOUR

THE FOLLOWING ARE THE CLASSIFICATIONS AND RATE SCALES THAT SHALL APPLY TO MEMBERS OF THE ASSOCIATION. WAGES SHALL BE PAID BASED ON THE NUMBER OF HOURS WORKED DURING THE EMERGENCY CALL WITH MINIMUM PAYMENT OF ONE HOUR.

SECTION 2. WAGE SCALE

CLASSIFICATION	PERIOD BEGINNING 7-1-84	PERIOD BEGINNING 7-1-85	PERIOD BEGINNING 7-1-86
PROBATIONAL	\$5.00	\$5.00	\$5.00
FIREFIGHTER	5.75	6.00	6.25
SERGEANT	6.00	6.25	6.50
LIEUTENANT	6.25	6.50	6.75
CAPTAIN	6.50	6.75	7.00
ASSISTANT CHIEF	6.75	7.00	7.25
DEPUTY CHIEF	6.75	7.00	7.25

SECTION 3.

PAY FOR ALL STANDBY TIME (PER CALENDAR DAY: 0001-2400) SHALL BE PAID IN ONE (1) HOUR INCREMENTS, AS IN THE MICHIGAN STATE POLICE FIRE REPORTING SYSTEM, (M.F.I.R.S.) FM-18A, FM-18B, FM-18N AND THE WOODHAVEN FIRE DEPARTMENT EMERGENCY CASE AND TRANSPORTATION REPORT.

SECTION 4.

ALL MEMBERS OF THE DEPARTMENT WHO REPORT FOR STANDBY DUTY SHALL BE COMPENSATED FOR NOT LESS THAN ONE (1) HOUR AT THE RATE OF PAY FOR THEIR CLASSIFICATION. THE FIRE CHIEF OR THE OFFICER IN CHARGE OF THE EMERGENCY SHALL DETERMINE IF THE STANDBY FIRE FIGHTERS AND OFFICERS ARE TO BE RELEASED. NO STANDBY COMPENSATION WILL BE PAID AFTER A RELEASE OF STANDBYS HAS BEEN ORDERED.

EACH TONE ISSUED BY THE FIRE DEPARTMENT SHALL CONSTITUTE A SEPARATE EMERGENCY. IN THE EVENT ADDITIONAL MANPOWER IS REQUIRED, THOSE REPORTING FOR THE EMERGENCY SHALL BE COMPENSATED FOR NOT LESS THAN ONE (1) HOUR.

SECTION 5. INSTRUCTORS PAY

INSTRUCTORS APPROVED AND ASSIGNED BY THE FIRE CHIEF TO INSTRUCT CLASSES SHALL BE PAID THEIR HOURLY RATE FOR ALL OFF-DUTY TRAINING, EXCEPT WHEN PAID BY OTHER SOURCE.

WAGES CONT.

SECTION 6. E.M.T. CERTIFICATE PREMIUM

ALL EMPLOYEES WHO HOLD A CURRENT STATE CERTIFIED E.M.T. CERTIFICATE WHO RESPOND TO A TONE FOR A RESCUE OR FIRE RUN, WHERE THE AMBULANCE MAKES THE RUN, SHALL BE ENTITLED TO A PREMIUM PAY OF \$0.50 PER HOUR IN ADDITION TO THE RATE OF PAY FOR THEIR CLASSIFICATION.

SECTION 7. COMPENSATION FOR HOURS MISSED FROM REG. EMPLOYMENT

THE CITY SHALL PAY A FIREFIGHTER FOR HOURS MISSED FROM HIS REGULAR FULL TIME EMPLOYMENT FOR ANY EMERGENCY DECLARED BY THE FIRE CHIEF IF THE EMPLOYER WILL NOT PAY HIS WAGES FOR THE TIME MISSED. THE PAY FOR SAID HOURS SHALL BE BASED ONLY ON HIS BASE WAGE WITH HIS REGULAR EMPLOYER.

IN THE EVENT A FIREFIGHTER IS ON A RUN WHICH WOULD EXTEND INTO THE NORMAL WORK PERIOD WITH HIS REGULAR FULL TIME EMPLOYER, AND HE IS REQUESTED BY THE FIRE CHIEF OR THE OFFICER IN COMMAND OF THE RUN, TO REMAIN WITH THE RUN AND HE REMAINS WITH THE RUN, HE SHALL BE PAID FOR THE TIME MISSED FROM HIS REGULAR FULL TIME EMPLOYMENT AT THE RATE OF HIS BASE WAGE WITH HIS REGULAR EMPLOYER.

ARTICLE XII

REPLACEMENT OF PERSONAL PROPERTY

THE CITY WILL COMPENSATE ANY MEMBER WHO HAS ANY PERSONAL CLOTHING, GLASSES, WATCH OR RING RUINED OR DAMAGED WHILE ON AN EMERGENCY CALL FOR THE REASONABLE VALUE OF SAME, PROVIDED:

A. PROOF OF PURCHASE OR OTHER SUITABLE EVIDENCE OF OWNERSHIP IS SUBMITTED TO THE FIRE CHIEF.

B. PROOF OF DAMAGE IS SUBMITTED TO THE FIRE CHIEF WITHIN THREE (3) DAYS OF THE OCCURRENCE.

C. THIS PROVISION IS SUBJECT TO A LIMIT OF \$150.00 PER OCCURRENCE. COMPENSATION FOR THE LOSS WILL BE PAID UPON APPROVAL AND RECOMMENDATION OF THE FIRE CHIEF AND APPROVAL BY THE CITY COUNCIL.

ARTICLE XIII

UNIFORMS AND GEAR

THE CITY WILL PROVIDE, FOR THE USE OF ITS EMPLOYEES IN THE FIRE DEPARTMENT THE FOLLOWING:

1. TWO (2) WORK UNIFORMS WILL BE ISSUED TO EACH MEMBER UPON EMPLOYMENT IN THE FIRE DEPARTMENT. A NEW CLASS A UNIFORM SHALL BE ISSUED TO EACH NEW MEMBER UPON COMPLETION OF THE

UNIFORMS AND GEAR -CONT'D.

PROBATIONARY PERIOD. AFTER INITIAL ISSUE, UNIFORMS WILL BE ISSUED UPON APPROVAL BY THE FIRE CHIEF OR HIS DESIGNEE. USED, WORN, OR RUINED UNIFORMS ARE REQUIRED TO BE TURNED IN. ALL REPLACEMENT WILL BE MADE AT THE CHIEF'S DISCRETION.

2. THE CITY WILL FURNISH ALL NECESSARY GEAR FOR FIRE WORK.

3. THE CITY WILL FURNISH AND MAINTAIN ALL GOODS PROVIDED FOR EMPLOYEES SUCH AS: HELMETS, RUBBER GOODS, RUBBER COATS, GLOVES AND SAFETY EQUIPMENT DETERMINED NECESSARY BY THE ADMINISTRATION.

ARTICLE XIV

FURNISHINGS

THE CITY WILL PROVIDE, FOR THE USE OF ITS FIRE DEPARTMENT EMPLOYEES, THE FOLLOWING:

1. LOCKER FOR THE PERSONAL USE OF EACH MEMBER.

2. ONE (1) BED FOR THE DUTY MAN IN ACCORD WITH PAST PRACTICE.

3. KITCHEN, DAYROOM EQUIPMENT, UTENSILS, CHAIRS, STOVES AND SIMILAR ITEMS.

4. A TELEVISION SET AND THE UPKEEP OF SAME.

5. EACH MEMBER SHALL BE ISSUED TWO (2) SHEETS, ONE (1) PILLOW CASE AND ONE (1) BLANKET. THESE ITEMS SHALL BE OF A WASHABLE TYPE AND THE RESPONSIBILITY OF THE MEMBER FOR CLEANLINESS.

ARTICLE XV

TRAINING

SECTION 1. FEDERAL MINIMUM WAGE

THE FEDERAL MINIMUM HOURLY WAGE RATE SHALL BE PAID FOR ALL "IN-STATION" DRILLS AFTER FIFTY PERCENT (50%) OF SUCH DRILLS HAS BEEN COMPLETED; HOWEVER, NO CREDIT WILL BE GIVEN FOR DUPLICATE DRILLS.

SECTION 2. CREDIT FOR RUNS DURING TRAINING

EMPLOYEES SHALL BE ADDED TO THE RUN SHEETS FOR ALL RUNS THEY MISS BECAUSE OF "OUT OF CITY TRAINING OR MANDATED TRAINING, SUCH AS, BUT NOT LIMITED TO, THE FOLLOWING: E.M.T. SCHOOL, E.M.T. REFRESHER COURSES, SEMINARS, 240 F.F. CLASSES, ETC.

SECTION 3. PRIOR APPROVAL OF TRAINING

NEITHER CREDIT WILL BE GIVEN NOR BENEFITS SHALL BE PAID FOR TRAINING WHICH WAS NOT APPROVED OR AUTHORIZED IN ADVANCE BY THE FIRE CHIEF.

ARTICLE XVI

WORKER'S DISABILITY COMPENSATION

SECTION 1. BENEFITS

EACH MEMBER OF THE ASSOCIATION WHO SHALL BE INJURED WHILE IN EMPLOYMENT WITH THE CITY FIRE DEPARTMENT SHALL BE ENTITLED TO BENEFITS UNDER THE WORKER'S DISABILITY COMPENSATION ACT OF THE STATE OF MICHIGAN.

SECTION 2. STATE AVERAGE WEEKLY WAGE

THE STATE AVERAGE WEEKLY WAGE RATE AS DETERMINED FOR THE YEAR IN WHICH THE INJURY OCCURRED PURSUANT TO SECTION 355 SHALL APPLY.

SECTION 3. SUPPLEMENT BENEFIT

THE CITY AGREES TO PAY TO AN EMPLOYEE WHO IS INJURED WHILE IN THE EMPLOYMENT OF THE CITY FIRE DEPARTMENT, WHO IS RECEIVING WEEKLY BENEFITS UNDER THE WORKER'S DISABILITY COMPENSATION ACT OF THE STATE OF MICHIGAN, THE DIFFERENCE BETWEEN THE AMOUNT RECEIVED UNDER THE ACT AND THE STATE AVERAGE WEEKLY WAGE RATE AS DETERMINED IN SECTION 2. ABOVE. PROVIDED HOWEVER; NO SUPPLEMENT WILL BE PAID TO AN EMPLOYEE WHO DOES NOT HAVE REGULAR FULL TIME EMPLOYMENT ELSEWHERE.

ARTICLE XVII

SENIORITY AND PROMOTIONS

SECTION 1. CONDITIONS RELATIVE TO PROBATIONARY STATUS

PROBATIONARY STATUS OF NEW EMPLOYEES SHALL CONTINUE FOR A PERIOD OF SIX (6) MONTHS. PROBATIONARY EMPLOYEES SHALL BE ENTITLED TO ALL RIGHTS AND BENEFITS UNDER THIS AGREEMENT DURING PROBATIONARY STATUS. IN THE EVENT THAT A PROBATIONARY EMPLOYEE IS TERMINATED FOR CAUSE, HE SHALL HAVE NO RECOURSE UNDER THIS AGREEMENT.

A. NO PROBATIONARY EMPLOYEE SHALL BE CONFIRMED AS A FIREFIGHTER UNTIL HE HAS COMPLETED THE NATIONAL FIRE PROTECTION AGENCY FIRE FIGHTER 1, LEVEL A TRAINING COURSE.

AN EMPLOYEE WHO HAS HELD A PROBATIONARY STATUS FOR A PERIOD OF SIX (6) MONTHS MUST COMPLETE THE REQUIREMENT REFERRED TO ABOVE WITHIN A PERIOD OF ONE (1) YEAR AFTER THE SIX (6) MONTH ANNIVERSARY OF OBTAINING PROBATIONARY STATUS, PROVIDED THAT CLASSES FOR FULFILLING THE REQUIREMENT HAVE BEEN AVAILABLE TO THE EMPLOYEE. THE FIRE CHIEF SHALL HAVE THE AUTHORITY TO GRANT REASONABLE EXTENSION FOR FULFILLING THE REQUIREMENT FOR GOOD CAUSE SHOWN.

SENIORITY AND PROMOTIONS -CONT'D.

B. SENIORITY STANDING SHALL BE GRANTED TO ALL EMPLOYEES WHO HAVE SUCCESSFULLY COMPLETED PROBATIONARY SERVICE. SENIORITY SHALL BE CUMULATIVE FROM THE FIRST DAY OF EMPLOYMENT BY THE CITY.

C. IN THE EVENT THAT TWO (2) OR MORE EMPLOYEES ARE HIRED AT THE SAME TIME, SENIORITY SHALL BE ALLOCATED BY THE SYSTEM AT TIME OF HIRE. IN THE EVENT THAT THE SYSTEM THEN IN EFFECT DOES NOT RESOLVE THE SENIORITY QUESTION, SENIORITY WILL BE DETERMINED BY THE DRAWING OF LOT.

SECTION 2. LOSS OF SENIORITY

AN EMPLOYEE SHALL LOSE HIS SENIORITY STANDING AS FOLLOWS:

- 1) UPON VOLUNTARY RESIGNATION.
- 2) OR UPON DISCIPLINARY DISCHARGE FROM THE CITY FIRE DEPARTMENT IF HE IS NOT REINSTATED UNDER THE GREIVENCE PROCEDURE PROVIDED FOR IN THIS CONTRACT OR BY SUCCESSFUL LITIGATION.

SECTION 3. SENIORITY LIST

THE CITY SHALL PRESENT A SENIORITY LIST TO THE ASSOCIATION WITHIN THIRTY (30) CALANDER DAYS OF THE SIGNING OF THIS AGREEMENT. THE SENIORITY LIST SHALL BE UPDATED AS NECESSARY THROUGHOUT THE TERM OF THIS AGREEMENT.

SECTION 4.

EMPLOYEES WHO RECEIVE PROMOTIONS TO A VACANT POSITION SHALL HAVE A NINETY (90) CALENDAR DAY PROBATIONARY PERIOD. IF THE EMPLOYEE DOES NOT SUCCESSFULLY COMPLETE HIS PROBATIONARY PERIOD HE SHALL RETURN TO HIS PREVIOUSLY HELD RANK. WHEN A VACANCY OCCURS BECAUSE A PERSON DOES NOT SUCESSFULLY COMPLETE A PROBATIONARY PERIOD, THE NEXT PERSON ON THE ELIGIBILITY LIST SHALL BE PROMOTED. ONCE AN EMPLOYEE HAS SUCCESSFULLY COMPLETED HIS PROBATIONARY PERIOD AND THEN DECIDES TO GIVE UP THE POSITION, HE MAY RETURN TO THE POSITION HE FORMALLY HELD IN THE DEPARTMENT WITHOUT LOSS OF SENIORITY IF THERE IS AN OPENING IN THAT CLASSIFICATION. IF THERE IS NO OPENING IN THE CLASSIFICATION THAT THE EMPLOYEE FORMERLY HELD, HE SHALL THEN MOVE TO THE NEXT LOWER CLASSIFICATION WHERE THERE IS AN OPENING, UNTIL SUCH TIME AS THERE IS AN OPENING IN THE CLASSIFICATION WHICH HE FORMERLY HELD.

SECTION 5. COMPETITIVE EXAMINATION

VACANCIES WITHIN THE FIRE DEPARTMENT ABOVE THE RANK OF FIREFIGHTER, EXCLUDING THE POSITION OF FIRE CHIEF, SHALL BE FILLED BY COMPETITIVE EXAMINATION FROM WITHIN THE DEPARTMENT. COMPETITIVE EXAMINATIONS SHALL BE ADMINISTERED BY AND SCORED BY THE MICHIGAN MUNICIPAL LEAGUE.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION

SECTION 1. GRIEVANCE PROCEDURE

SHOULD ANY DIFFERENCE, DISPUTE OR COMPLAINT ARISE AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, IT SHALL BE RESOLVED IN THE FOLLOWING MANNER:

- STEP 1. AN AGGRIEVED EMPLOYEE, THROUGH THE ASSOCIATION OR THE ASSOCIATION, ON BEHALF OF ONE OR MORE EMPLOYEES, OR ON ITS OWN BEHALF, MAY INITIATE A GRIEVANCE BY SUBMITTING SUCH GRIEVANCE IN WRITING TO THE FIRE CHIEF OF THE DEPARTMENT WITHIN FIVE (5) DAYS AFTER THE OCCURRENCE OF THE ALLEGED GRIEVANCE OR WITHIN FIVE (5) DAYS AFTER THE EMPLOYEE SHOULD HAVE REASONABLY BEEN AWARE THAT AN INCIDENT OCCURRED THAT GAVE RISE TO THE ALLEGED GRIEVANCE. THE FIRE CHIEF SHALL REPLY IN WRITING THERETO WITHIN FIVE (5) DAYS THEREAFTER.
- STEP 2. IF THE MATTER IS NOT SATISFACTORILY RESOLVED IN STEP 1, THE ASSOCIATION MAY APPEAL IN WRITING TO THE ADMINISTRATIVE ASSISTANT WITHIN FIVE (5) DAYS FOLLOWING THE REPLY OF THE FIRE CHIEF, OR IF NO REPLY HAS BEEN RECEIVED FROM THE FIRE CHIEF, WITHIN FIVE (5) DAYS FOLLOWING THE DATE THE REPLY FROM THE FIRE CHIEF WAS DUE OR FIFTEEN (15) DAYS AFTER THE DATE THE GRIEVANCE WAS FILED. THE ADMINISTRATIVE ASSISTANT SHALL REPLY IN WRITING WITHIN TEN (10) DAYS THEREAFTER.
- STEP 3. IF THE GRIEVANCE IS NOT SATISFACTORILY ADJUSTED IN STEP 3 WITHIN THE TIME PROVIDED, UNLESS THE TIME THEREFOR IS MUTUALLY EXTENDED, EITHER PARTY MAY, WITHIN FIVE (5) DAYS, SUBMIT TO THE OTHER PARTY IN WRITING, ITS INTENTION TO ARBITRATE THE MATTER. THE OTHER PARTY SHALL BE OBLIGED TO PROCEED WITH ARBITRATION IN THE MANNER HEREINAFTER PROVIDED.

THE PARTIES SHALL ATTEMPT TO AGREE UPON AN IMPARTIAL ARBITRATOR. IF THEY CANNOT SO AGREE WITHIN FIVE (5) CALENDAR DAYS OF THE REQUEST FOR ARBITRATION, THE PARTY REQUESTING THE ARBITRATION SHALL PROMPTLY THEREAFTER FILE A DEMAND FOR ARBITRATION WITH THE FEDERAL MEDIATION AND CONCILIATION SERVICE IN ACCORDANCE WITH ITS THEN APPLICABLE RULES AND REGULATIONS.

THE EXPENSES OF THE ARBITRATOR, EXCEPTING THE PARTIES' OWN EXPENSES, SHALL BE BORNE EQUALLY BY THE ASSOCIATION AND THE CITY.

THE ARBITRATOR SHALL HAVE THE AUTHORITY AND JURISDICTION TO DETERMINE THE PROPRIETY OF THE INTERPRETATION AND/OR APPLICATION OF THE COLLECTIVE BARGAINING AGREEMENT RESPECTING THE GRIEVANCE IN QUESTION, BUT HE

GRIEVANCE AND ARBITRATION -CONT'D.

SHALL NOT HAVE THE POWER TO ALTER OR MODIFY THE TERMS OF THIS AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE BINDING ON THE GRIEVANT, THE ASSOCIATION AND THE CITY.

SECTION 2. ASSOCIATION EXCLUSIVE AUTHORITY

THE ASSOCIATION SHALL HAVE EXCLUSIVE AUTHORITY TO INITIATE, PROSECUTE AND ADJUST GRIEVANCES UNDER THIS ARTICLE.

ARTICLE XIX

MAINTENANCE OF CONDITIONS AND DURATION

SECTION 1.

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 EMPLOYEES SHALL SUFFER A REDUCTION IN BENEFITS AS A CONSEQUENCE OF THE EXECUTION OF THIS AGREEMENT.

EMPLOYEES SHALL NOT BE PERMITTED TO REPAIR OR MAINTAIN PERSONAL VEHICLES UPON FIRE DEPARTMENT PROPERTY.

SECTION 2. PROHIBITION OF UNILATERAL CHANGES

THE CITY SHALL MAKE NO UNILATERAL CHANGES IN WAGES AND CONDITIONS OF EMPLOYMENT DURING THE TERM OF THIS AGREEMENT.

SECTION 3. COMPLIANCE WITH STATUTES

THE PARTIES AGREE TO COMPLY WITH THE PROVISIONS OF THE PUBLIC EMPLOYEE RELATIONS ACT (ACT 336 OF THE PUBLIC ACTS OF 1947, AMENDED) AND WITH ACT 312 (POLICE FIRE ARBITRATION ACT) AS IT APPLIES TO THIS BARGAINING UNIT.

SECTION 4. NOTICE AS TO NEGOTIATIONS AND TERM OF AGREEMENT

THE ASSOCIATION AGREES TO NOTIFY THE EMPLOYER IN WRITING, NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT, OF ITS INTENT TO CHANGE, MODIFY OR EXTEND THIS AGREEMENT.

THE CITY AGREES TO NOTIFY THE ASSOCIATION IN WRITING, NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT, OF ITS INTENT TO CHANGE, MODIFY OR EXTEND THIS AGREEMENT.

NEGOTIATIONS SHALL BE SCHEDULED TO COMMENCE NOT LATER THAN THIRTY (30) CALENDAR DAYS AFTER RECEIPT BY EITHER PARTY OF THE NOTICE OF INTENTION TO CHANGE, MODIFY OR EXTEND THIS AGREEMENT.

ARTICLE XX

T E R M

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JULY, 1984 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 30TH OF JUNE, 1987.

THIS AGREEMENT SHALL CONTINUE IN EFFECT FOR CONSECUTIVE YEARLY PERIODS AFTER JULY 1, 1987, UNLESS NOTICE IS GIVEN, IN WRITING, BY EITHER THE ASSOCIATION OR THE CITY, TO THE OTHER PARTY, OF ITS DESIRE TO TERMINATE THIS AGREEMENT OR ANY PART THEREOF, AT LEAST SIXTY (60) DAYS PRIOR TO JUNE 30, 1987, OR ANY ANNIVERSARY DATE THEREAFTER,

IF SUCH NOTICE IS GIVEN, THIS AGREEMENT SHALL TERMINATE ON JULY 1, 1987 OR AS SUCH DAY THE NOTICE MAY INDICATE, OR THE SUBSEQUENT ANNIVERSARY DATE, AS THE CASE MAY BE.

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SIGNATURE PAGE NEXT

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SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS;

ON BEHALF OF THE
CITY OF WOODHAVEN,
WOODHAVEN, MICH.

ON BEHALF OF THE
WOODHAVEN FIREFIGHTERS,
COMPANY 25

ADMINISTRATIVE ASSISTANT
DAVID FLATEN

PRESIDENT J. KINNEY

FIRE CHIEF P. DECHANT

CHAIRMAN G. MCCARTY

CITY ATTORNEY
T. JOHN LESINSKI

M.N.C. C. MYLES

ACCEPTED BY THE CITY
BARGAINING TEAM

M.N.C. G. SIKES

ON: _____

M.N.C. R. FORD

M.N.C.

M.N.C.

CONCURRED IN AND RATIFIED
BY THE CITY COUNCIL OF THE
CITY OF WOODHAVEN BY
RESOLUTION ON:

RATIFIED BY THE ASSOCIATION
ON:

19

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