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Lansing, City of

AGREEMENT

BETWEEN

THE

CITY OF LANSING

AND

LOCAL NO. 421

OF THE

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS

(AFL-CIO)

JULY, 1974-1976

City of Lansing
Personnel Department
812 City Hall
Lansing, Mich. 48933

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AGREEMENT

This Agreement is entered into between the City of Lansing, Michigan, a municipal corporation, hereinafter referred to as the "City" and Local 421 of the International Association of Fire Fighters (AFL-CIO), hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

ARTICLE I

RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the City hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited only by the provisions of this Agreement. Without limiting the generality of the foregoing, the City retains the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force; (f) to hire, assign and lay off employees (in inverse order of seniority); (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications after discussion with the Union; (i) to determine lunch, rest periods, and cleanup time, the starting and quitting time; (j) to discipline and discharge employees for just cause; (k) to adopt, revise and enforce reasonable working rules after discussion with the Union; (l) to transfer, promote and demote employees from one classification or shift to another within the fire department after discussion with the Union; and (m) to select employees for promotion or transfer and to determine the qualifications and competency of employees.

ARTICLE III

STRIKES

During the life of this Agreement, the Union for itself and its members, individually and collectively, agrees not to cause nor to take part in any strike. The word "strike" as used in this Article shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. The City retains the right to discharge and discipline for just cause for violation of this Article.

ARTICLE IV

UNION SECURITY

Section 1. UNION MEMBERSHIP DUES OR COLLECTIVE BARGAINING SERVICE FEES.

It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees, who are not members of the Union and who do not become and remain members of the Union, pay a service fee proportional to the Union's collective bargaining costs including costs of collective bargaining and contract administration, the amount of which fee the Union shall certify to the City. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, fees and assessments or collective bargaining service fees.

The City shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or collective bargaining service fees. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions, and from whom no deductions were made and the reason therefor, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or collective bargaining service fees. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

Section 2. CHECKOFF.

A. The City agrees to deduct from the pay of each employee covered hereby the Union's dues or collective bargaining service fees during the first pay period of every month, subject to all of the following subsections.

B. The Union shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal law(s) concerning that subject.

C. The Union shall use the following check-off authorization form as herein provided for:

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION**

By: _____
(please print) Last Name First Name Middle Name

To: City of Lansing

Effective _____ date I hereby request and authorize you to deduct from my

earnings the current initiation fee being charged by IAFF Local Union No. 421 and effective the same date to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues or collective bargaining service fees, as certified by the union. The amount deducted shall be paid to the Treasurer of IAFF Local No. 421 of the International Association of Fire Fighters. This authorization shall remain in effect unless terminated by me upon sixty days written notice to the union in advance or upon termination of my employment.

This space reserved for additional information when required.

Employee's Signature
Street Address
City and State

D. All Check-Off Authorization Forms shall be filed with the City's Labor Relations Supervisor who may return any incompletd, or incorrectly completed form to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.

E. Beginning with the effective date of this Agreement, the Union shall furnish the City's Finance Director with a list of all employees whose dues are to be deducted. This list shall give the employee's last name, first name, and middle initial in that order. It is further understood that no deduction will be made unless this list is presented as heretofore outlined.

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

G. The City's remittance will be deemed correct if the Union does not give written notice to the City's Controller, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

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

ARTICLE V

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than three (3) employees of the Lansing Fire Department and may include not more than two (2) non-employee representatives. The Union will furnish the Labor Relations Supervisor with a written list of the Union's employee bargaining committee, prior to the first bargaining meeting.

Section 2. City employee members of the Union bargaining committee will be paid for the time spent in negotiations with the City or preparation for negotiations including one hour (1) prior to and one (1) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift.

ARTICLE VI

PROBATIONARY PERIOD

When a new employee is hired in the unit, he shall be considered as a probationary employee for the first twelve (12) months of his continuous, regular, full-time employment. The union shall represent probationary employees for all purposes including, but not limited to, rates of pay, wages, hours of employment, discipline, layoff, grievance, arbitration and trial board procedures; provided, however, after six (6) months continuous, regular, full-time employment, the employee may not be dismissed without written notice setting forth the specific reasons for dismissal. If the employee believes that said termination is unjustified, proceedings shall be commenced in accordance with the grievance provisions of this contract.

ARTICLE VII

SENIORITY

Section 1. Department Seniority. Seniority, as applied to Article XI, Section 6A Vacation Leave, shall mean the status attained by length of continuous service in the Fire Department.

Section 2. Seniority in Rank. Seniority, as applied to Article VIII, Layoff and Recall, shall mean the status attained by length of continuous service in a particular rank.

ARTICLE VIII

LAYOFF AND RECALL

Section 1. Definitions: Layoff shall mean the separation of employees from the active work force due to lack of work or funds.

Section 2. Order of Layoff: A. No permanent or probationary employee shall be laid off from his position in the Fire Department while any temporary or provisional employees are serving in the same position class in that department.

B. Except as provided below, the layoff of probationary or permanent employees in the Fire Department shall be in inverse order of seniority.

Section 3. Demotion in Lieu of Layoff:

A. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to the next lower position in the employee's division.

B. If there is no lower position in an employee's division, that employee who so requests shall in lieu of layoff be demoted or reassigned through those classes in other divisions in which the employee previously held permanent status.

Section 4. Notice of Layoff: Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 5. Preferred Eligible Lists:

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Fire Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted or reassigned unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time

of his layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted or reassigned in the Fire Department before any other persons are selected for employment or promotion in those ranks.

ARTICLE IX

LOSS OF SENIORITY

An employee shall lose his status as an employee and his seniority if:

- 1) He resigns or quits,
- 2) He is discharged for just cause,
- 3) He retires,
- 4) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- 5) He is absent from work including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff before the beginning of the second work day following the absence, without notifying the employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Forms. All leaves of absence for employees covered hereby, shall be initiated by the Fire Chief on a change of status notice form and approved by the City's Personnel Director.

Section 2. Military Leave. Employees who are inducted into the armed forces of the United States of America under the Selective Service Act of 1940 as amended, shall be entitled to a Military Leave of Absence without pay for the period of service required by such original period of induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing all requirements are adhered to according to Section 16, Chapter 16, of the Charter of the City of Lansing, Michigan.

Section 3. Military Reserve Leave. Employees who are members, with active status of an armed forces reserve unit shall at their request, be granted a Military Reserve Leave of Absence with pay, (exclusive of overtime or premium pay) for such time as is required to engage in an annual reserve training program, but not to exceed fourteen calendar days per year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employee's vacation leave. Requests to the Fire Chief and to the City's Personnel Director for Military Reserve Leave of Absence must be accompanied

by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an Armed Forces Reserve Unit must secure written permission from the Fire Chief.

Section 4. Personal Business Leave. Employees may be granted a personal business leave of absence without pay in cases of need such as, but not limited to, settlement of an estate; serious illness or disability of an employee or member of his family; and temporary termination of work which will not adversely affect the operations of the Fire Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Fire Chief and Personnel Director may require and shall be granted for periods not longer than 90 days unless extensions are approved at the discretion of the Fire Chief and Personnel Director.

Section 5. Union Delegates Leave Time. The employer will grant leaves of absence with pay to union members of the bargaining unit for the following functions:

- A. Five (5) men for two (2) duty days to attend the Michigan State Fire Fighters Union convention each calendar year.
- B. Three (3) men for two (2) duty days every other calendar year to attend the International Association of Fire Fighters convention.

ARTICLE XI

VACATION LEAVE

Section 1. Beginning with the first anniversary of an employee's date of hire, and beginning with January first of each year thereafter, employees without a break in service as defined in Article IX, and covered hereby shall be eligible for a vacation with pay as follows:

Fire Fighting Division:

- (a) Personnel having completed one (1) year of service but less than ten (10) years shall be credited with six (6) working days.
- (b) Personnel having completed ten (10) years of service but less than fifteen (15) years will be credited with nine (9) working days.
- (c) Personnel having completed fifteen (15) years or more of service will be credited with twelve (12) working days.

Other Divisions:

- (a) One (1) year of service but less than ten (10) years, ten (10) work days.
- (b) Ten (10) years of service but less than fifteen (15) years, fifteen (15) work days.
- (c) Fifteen (15) years of service or more, twenty (20) work days.

Section 2. Vacation leave credit shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay, with the exception of any employee who is temporarily off the payroll by reason of his position as a Union official and while on Union business, providing he is off the payroll less than one-half of his otherwise scheduled hours for the month.

Section 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one year of service, no accrued vacation leave will be allowed. An employee who has served over one year shall be paid for any accrued vacation due on leaving the service of the City.

Section 4. Vacation leave credit shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby, by the management representative of the Fire Department who is in charge of scheduling vacations.

Section 5. January 1st shall be the beginning of the year for vacations. Requests for vacations shall be made not later than March 1. All vacation requests are subject to the approval of the Fire Chief or his representative. No more than one complete vacation leave may be taken during any calendar year, except that employees who are eligible for a fifteen (15) day vacation may split their vacation subject to the approval of the Fire Chief or his representative who is responsible for scheduling vacations.

Section 6.

A. Vacations within the Fire Fighting Division will be scheduled by department seniority in rank.

B. The number of men in the various ranks for any vacation period shall be limited to 12 men per shift at any one time as follows:

- 1 Deputy Chief
- 3 Captains
- 2 Lieutenants
- 4 Engineers
- 2 Firefighters

C. If less than the maximum number of officer or Engineer choices are made, additional Captains, Lieutenants, Engineers or Firefighters, in that order, will be eligible up to a total of twenty-four (24) men per vacation period.

D. Selection of second vacation periods by Firefighting personnel qualified for the extra period will be made only after all Firefighting personnel have selected their first vacations.

E. Vacations within other divisions will be scheduled by department seniority.

ARTICLE XII

WORK WEEK

Section 1. The normal duty week for the Fire Fighting Division shall be an average of fifty-six (56) hours per week. Any change in the existing two (2) platoon schedule shall be negotiated to the mutual agreement of both parties to this Agreement.

A. The normal work week for the Fire Prevention Bureau, Maintenance Division, Training Division, Alarm Division, and the Administrative Division shall be forty (40) hours per week and eight (8) hours per day.

B. The normal work week for the Dispatchers shall be an average of forty (40) hours per week and their shifts will begin at 7:00 a.m. and 7:00 p.m. and continue for twelve (12) consecutive hours. The number of twelve (12) hour shifts worked may be determined by approval of the Fire Chief.

Section 2. Overtime Pay.

A. Overtime pay at the rate of time and one-half ($1\frac{1}{2}$) shall be paid employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (56 hours) with a one hour minimum payment. Such overtime shall be paid at the employee's prevailing hourly rate, which, for purposes of this Agreement, shall be deemed to be the annual salary for such employees divided by 2,088 hours.

B. Overtime pay at the rate of time and one-half shall be paid employees of the other Fire Department Divisions for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours) with a one hour minimum payment. Such overtime shall be paid at the employee's prevailing hourly rate, which, for purposes of this Agreement, shall be deemed to be the annual salary for such employees divided by 2,088 hours.

Section 3. General. The foregoing sections of this Article are intended to indicate the normal hours of work but nothing contained in this Article shall be construed as a guarantee of hours of work.

Section 4. Call Back Pay.

A. Employees who are called back to duty during scheduled off duty time shall be compensated for a minimum of four (4) hours at one and one-half ($1\frac{1}{2}$) the hourly rate based on the forty (40) hour equivalent.

B. All call back scheduling and operations shall be authorized by the Fire Chief or his designated representative.

Section 5. Pyramiding. Premium payments shall not be duplicated for the same hours worked under any terms of this article.

Section 6. Weekend Duty Pay. Employees who are ordered to be available for emergency weekend duty during an otherwise unscheduled weekend shall be compensated at the rate of fifteen (\$15.00) dollars per weekend.

Section 7. Night Premium. Mechanics and Dispatchers only shall receive night premium pay of fifteen cents (15¢) per hour for each hour worked on the second or third shift, in addition to their regular rate of pay.

ARTICLE XIII

HOLIDAYS

Employees covered hereby are entitled to receive \$30.00 per each authorized holiday as listed below, whether such holiday be worked or not. Payment shall be made for each holiday during the pay period in which the holiday falls, but no holiday shall be paid for in advance of its occurrence.

The authorized holidays are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Day Before Christmas Day
- Christmas Day
- Day Before New Year's Day

When an authorized holiday falls on a Saturday the preceding Friday shall be observed as the authorized holiday, and when an authorized holiday falls on a Sunday the following Monday shall be observed as the authorized holiday, excepting that whenever State or Federal statutes require that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

ARTICLE XIV

LONGEVITY BONUS

Section 1. Following his completion of five (5) years of continuous, full time service by October 1st of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive an annual longevity bonus as follows:

<u>SERVICE</u>	<u>ANNUAL BONUS</u>
5, or more, and less than 10 years	2% of annual earnings
10, or more, and less than 15 years	4% of annual earnings
15, or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

Section 2. An employee who retires on a service or disability retirement basis, or who dies, shall be paid a pro-rated longevity bonus based on the

number of calendar months of full time service credited to an employee from the preceding October 1st to the date of his retirement.

Section 3. An employee's longevity bonus shall be computed as a percentage of an employee's regular annual base salary which he is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, exclusive of overtime pay, or any other premium pay. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of \$8,000.00.

Section 4. Payment of longevity bonus to an employee who becomes eligible by October 1st of any year shall be due the subsequent December 1st, except that an employee whose service with the City terminates for any reason between October 1st and December 1st of any year shall be paid longevity bonus upon termination of his employment.

ARTICLE XV

GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

Section 1. The City will make available to an employee covered hereby Blue Cross/Blue Shield hospital, medical and surgical insurance, including MVF-2 with ML and \$2.00 prescription drug riders.

Section 2. An employee shall become covered by insurance through his completion of the required forms (at the time of hire, rehire, or during an annual enrollment period), and his acceptance by Blue Cross/Blue Shield as a participant. Such forms, and information as to the Plans, shall be available at the City's Personnel Office. The City reserves the right to substitute another carrier of this coverage, the provisions of the present coverage will not be changed.

Section 3. For an employee covered hereby, the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage, after the first six (6) months of employment with the City for employees covered hereby. New employees who want such coverage are required to authorize payroll deductions for the premium cost of the group hospital and medical-surgical insurance during the first six (6) months of their service with the City. The employee will pay, by payroll deduction, the balance of the total premium due for service he has selected which is more expensive than ward coverage.

ARTICLE XVI

GROUP LIFE INSURANCE

The City will provide to an employee covered hereby, life insurance coverage for himself, without cost to him, and it will make available to him at reasonable cost to him, coverage for his spouse and child or children, all as set forth in a booklet explaining this "Group Life Insurance Plan" which shall be available at the City's Personnel Office.

ARTICLE XVII

SICK LEAVE

Section 1. Fire Fighting Division.

A. Accumulation of sick leave credits.

1. For purposes of this section, "sick leave day" shall mean a 24 hour duty day.

2. Each employee shall acquire 1 day of sick leave credit for each month of service rendered, but not less than 10 sick leave days and not exceeding an aggregate of 12 per calendar year.

3. Sick leave credits may not accumulate in excess of 150 days.

4. No sick leave credit shall be accrued by an employee during an unpaid leave of absence. Unpaid leave of absence as used in this subparagraph shall not include an employee who is temporarily off the payroll by reason of his position as a union official and while on union business, providing he is off the payroll less than one half of his otherwise scheduled hours for the month.

B. Charges against credits.

1. Sick leave. All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness or injury. Sick leave may also be charged in case of serious illness in the employee's immediate family. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home. The employee must notify his station officer at once when he is unable to report for work because of illness.

Section 2. Other Divisions.

The provisions of Section 1 above shall, insofar as applicable, apply to the other Fire Department Divisions, except that such employees shall receive twelve (12) eight (8) hour sick days per year credit, subject to a maximum accumulation of 150 such days.

Section 3. Relations Between Divisions.

In the event an employee changes from the Fire Fighting Division to one of the other Fire Department Divisions, or vice-versa, his vacation and sick leave credits shall be transferred per diem, i.e., one work day for one work day without regard to the number of hours in any particular division's work day.

Section 4. Physician's Certificate.

A physician's certificate may be required by the Fire Chief or his designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid sick leave, and it shall then be submitted

to the City's Personnel Department on the date of an employee's return from any absence chargeable to his sick leave, with pay, credit. Falsification of any sick leave affidavit shall be cause for discharge. However, the above regulations shall not be deemed as barring the Fire Board from reviewing any case and granting such concessions as they deem fit.

Section 5. Sick Leave Advancement.

A. Advancement of sick leave must be requested in writing by the employee and must be approved by the Fire Board. Application for advanced sick leave must be supported by a medical certificate signed by a physician or other practitioner. All available accumulated sick leave and annual leave must be exhausted prior to advancement of sick leave.

B. Advanced sick leave credit should not exceed an amount which it is reasonably assured will be subsequently earned. Repayment for advanced sick leave is required if the employee terminates service for his own convenience prior to earning and repaying advanced credits. Repayment for advanced sick leave is not required when separation is due to death or disability for which an acceptable medical certificate is received.

Section 6. Sick Leave Recording.

Sick leave is any period during which a member is incapacitated by reason of illness or nonservice connected injury.

Section 7. Accrued Sick Leave, With Pay Credit.

An employee or his beneficiary will be paid for one-half (1/2) of his unused accrued sick leave with pay credit at the date of his retirement or death, not exceeding seventy-five (75) days and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his unused accrued sick leave, with pay, credit when he leaves.

Section 8. Injury leave is any period during which a member is incapacitated by reason of injuries arising in the course of his department employment. Further, that no on-duty injury leave be charged to sick leave.

ARTICLE XVIII

JURY DUTY OR WITNESS PAY

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

ARTICLE XIX

BEREAVEMENT TIME

A. A member shall be granted time off with pay, until the work day after the funeral, when a member of his immediate family dies.

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

C. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandparent-in-law.

ARTICLE XX

MISCELLANEOUS

Section 1. Employee Addresses and Telephone Numbers. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number, if any. In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and the Fire Headquarters and returns such form there, duly completed. In case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.) notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Personnel Director, City of Lansing, City Hall, Lansing, Michigan." The City shall be entitled to rely on the last address and telephone number furnished to it by an employee.

Section 2. Bulletin Boards. The Union shall retain its bulletin boards in each station and divisional headquarters for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefor.

Section 3. Separability. This Agreement is subject to applicable law 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 provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 4. Past Practices. Both the City and the Union subscribe to the principal that this contract should be the complete agreement between the parties.

The parties, however, recognize that it is most difficult to enumerate in a first agreement practices inherent in a relationship of many years duration.

If any claimed understanding, agreement, or past practice comes to the attention of either party during the life of this Agreement which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach agreement within 30 days of their initial meeting, the dispute shall be submitted to arbitration under Step 5 of the Grievance and Arbitration provision of this Agreement. The Union shall have the burden of proving a past practice and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the City shall prevail only if the City can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitration proceeding.

Section 5. Food Reimbursement. Employees covered hereby who are on a twenty-four (24) hour duty schedule shall receive an annual food reimbursement of two hundred and fifty dollars (\$250) per each such employee. Employees who serve less than twelve (12) months of regular full time duty during any fiscal year shall receive a pro-rata share of the annual food reimbursement. Such pro-rata share shall be computed to the nearest full month of completed regular service. Food reimbursement amounts shall be paid by the City during the first two (2) weeks of August of each fiscal year.

Section 6. Pay for Acting Rank. Whenever an employee covered by this collective bargaining agreement performs the duties of any rank higher than his present rank under orders from the Fire Chief or Shift Commander and/or for the convenience of the City, said employee shall be compensated in the amount for that particular position upon an hourly basis. Said employee shall be paid from the first hour worked at the highest rate for such position.

ARTICLE XXI

UNION STEWARDS

Employees covered hereby will be represented by three (3) stewards for each fire fighting shift plus one steward for non fire fighting divisions. In the absence of one of the above stewards, the Union's President or Vice-President may appoint an alternate steward by notifying the Fire Chief in writing.

ARTICLE XXII

GRIEVANCE AND ARBITRATION

Section 1. Definition of a Grievance. A grievance is defined as a claim that a specific article or section of this contract and/or the Rules and Regulations of the Lansing Fire Department has been violated. Any such grievance shall be resolved in the following manner:

Step 1. If an employee has a grievance as above defined, it shall be reduced to writing, state the pertinent facts upon which it is based, specify the provision(s) of the Agreement that have been violated, be signed by the employee or employee and submitted to the Chief of the department within seven (7) days after the occurrence or omission giving rise to the grievance, with the exception of wage claims which shall be presented no later than seven (7) days after receipt of the pay check which gives rise to the claim. The Chief shall reply to that grievance within five (5) days of its receipt.

Step 2. If the matter is not satisfactorily resolved in the first step, the employee, the union or the union in behalf of one or more employees, may appeal in writing to the Board of Fire Commissioners within seven (7) days following the reply of the Chief. The Board of Fire Commissioners shall reply in writing within five (5) days thereafter.

Step 3. If the matter is not satisfactorily resolved in the second step, the employee, the union or the union in behalf of one or more employees may appeal in writing to the City's Labor Relations Supervisor. Such appeal must be taken within seven (7) days following the reply of the Board of Fire Commissioners. The City's Labor Relations Supervisor shall reply in writing within seven (7) days.

Step 4. If the answer of the City in Step 3 is not considered satisfactory by the employee, the union, within seven (7) days thereafter, shall give the Personnel Director notice of desire for consideration of the grievance by the Appeal Board.

The Appeal Board shall consist of the City Personnel Director and one other member of the City Administration Staff and two (2) representatives of the union. The Appeal Board shall meet within seven (7) days of the union's appeal to it. Upon receipt of the aforementioned request from the union, the Personnel Director shall designate the time, date and location of the meeting and shall notify the union in writing at least two (2) days prior to the meeting. At this meeting the Appeal Board will review the facts as they relate to the specific portion of the Contract alleged to have been violated and attempt to resolve the matter. The Appeal Board shall issue its decision within two (2) calendar weeks of this meeting unless the time is extended by mutual agreement of the parties.

Step 5. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), the union may, in writing, within thirty (30) calendar days from the date of the deadline for issuance of the Appeal Board decision, request arbitration. If arbitration is not so requested, the grievance shall be considered settled on the basis of the City's last answer. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the union shall promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association.

A. 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 shall not have the power to add to, delete, alter or modify the terms of this agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly.

B. The expenses of the Arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City.

C. The award of the Arbitrator shall be final and binding on the parties and affected employees, providing the decision is in accordance with the standard of arbitration as determined by Federal Courts or the Courts of the State of Michigan.

D. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

E. The Arbitrator shall be bound by and function in accordance with the labor arbitration rules of the American Arbitration Association.

F. The Arbitrator shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received (less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. Back pay shall also be reduced by any unemployment compensation which is not repaid to the Michigan Employment Security Commission.

G. If a question of back pay is involved in a grievance arbitrated, the Arbitrator may not award back pay for a period prior to the date of submission of the grievance to the City in writing in Step 1, or the date of the incident giving rise to the grievance, whichever occurs earlier, providing the time limits of Step 1 have been met.

Section 2. Grievance Procedure - General.

A. All grievances shall be filed in writing, dated and signed by the grievant.

B. For the purpose of Steps 1 through 4 of the grievance procedure, a day shall mean Monday through Friday and shall not include the day on which the grievance is presented or appealed by the Union or is returned to it by the City. The representatives of the City and the Union shall acknowledge receipt of the grievance by signing and dating the grievance when presented or received.

C. Any grievance not advanced to the next higher level within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. A grievance not answered by the City or its representative within the time limits provided shall be automatically advanced to the next higher level. The time limits at any step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that step. Such agreement shall be in writing.

D. For working time necessarily spent in investigating a grievance whether or not already submitted in the grievance procedure, or in discussion of such a grievance with the City's representative(s), a union representative employed by the City shall be paid at his regular, straight time rate for those hours during which he would otherwise have been at work for the City, from his report station including not more than one-half hour before and one-half hour after a meeting with the respective designated management representative, it being agreed that such investigation or discussion shall be performed without undue loss or working time.

E. In no event shall any union representative leave his work for grievance purposes above without first notifying and obtaining the approval of his immediate supervisor. This approval must be granted as promptly as it is practicable under the circumstances.

ARTICLE XXIII

OTHER AGREEMENT AND ORGANIZATIONS

Other Agreements. The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions hereof, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this union.

ARTICLE XXIV

RULES AND REGULATIONS

The Rules and Regulations of the Lansing Fire Department shall be incorporated herein by reference, provided, however, that those rules and regulations which are inconsistent with the contract are superceded by the contract.

ARTICLE XXV

TERM OF THIS AGREEMENT

This Agreement shall become effective July 1, 1974, and shall continue in full force and effect until 11:59 p.m., June 30, 1976, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF, the parties have set their hands this 13th day of March, 1975.

FOR THE CITY

By D. J. Boduin
Its CHIEF NEGOTIATOR

FOR THE UNION

By Rolland R. Case
Its President
By Larry Earls
Its Vice President

APPENDIX "A"

Listed below are the classifications which are covered by this Agreement with the corresponding annual salaries.

<u>Classification</u>	<u>Maximum Rate 7-1-74</u>	<u>Maximum Rate 7-1-75</u>
I - Fireman I - Lineman I	\$13,777	\$14,810
II - Engineer II - Inspector II Dispatcher II - Mechanic II	14,352	15,428
III - Fire Training Instructor III Lieutenant III - Dispatcher III Maintenance Man III	14,974	16,097
IV - Asst. Fire Alarm Supt. IV Dispatcher IV - Mechanic IV Maintenance Supervisor IV Inspector IV - Captain IV Fire Training Instructor IV	16,247	17,466
V - Dispatcher V	17,205	18,495
VI - Deputy Fire Chief VI - Fire Alarm Supt. VI - Fire Marshall VI Fire Training Instructor VI Administrative Assistant VI	18,984	20,408

<u>Wage Progression for Level I Fireman I - Lineman I</u>	<u>7-1-74</u>	<u>7-1-75</u>
Starting Rate	\$ 9,788	\$10,522
6 Month Rate	9,896	10,638
1 Year Rate	10,005	10,755
1½ Year Rate	10,115	10,874
2 Year Rate	10,993	11,817
2½ Year Rate	11,432	12,289
3 Year Rate	11,650	12,524
3½ Year Rate	11,870	12,760
4 Year Rate	13,777	14,810

SPECIAL VACATION PROVISIONS

The parties also have agreed on the following
Letter of Understanding and added language concerning sick leave:

LETTER OF UNDERSTANDING

During the Act 312 compulsory arbitration case before Arbitrator George T. Roumell in 1974-5, the undersigned parties mutually agreed that vacations would be handled pursuant to the following:

1) No employee may take more than one complete yearly amount of vacation time in a calendar year.

2) There is a presumption that employees who use vacation time in a calendar year before their anniversary date are using the vacation that technically does not accrue until their annual date.

AGREED TO by the undersigned parties this 11TH day of

MARCH, 1975.

FOR THE CITY

By T. J. Bodwin
Its CHIEF NEGOTIATOR

FOR THE UNION

By Rolland R. Case
Its President

By Larry E. ...
Its Vice President

ARTICLE XXI

OTHER AGREEMENTS AND ORGANIZATIONS

Other Agreements: The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions hereof, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this union.

APPENDIX A

Listed below are the classifications in the Police Department which are covered by this Agreement with the corresponding annual salaries and the merit increases for each step increase agreed to by the parties to this Agreement.

	<u>Beginning 7-1-74</u>	<u>Beginning 7-1-75</u>
Sergeants III	\$15,724	\$16,824
Second Lieutenants IV	16,709	17,879
Police Lieutenants V	17,658	18,894
Captains VI & Radio Engineers VI	19,422	20,782

ARTICLE XXII

TERM OF THIS AGREEMENT

This Agreement shall become effective July 1, 1974, and shall continue in full force and effect until 11:59 p.m., June 30, 1976, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF, the parties have set their hands this Fifteenth day of January, 19 75.

FOR THE CITY
BY ITS MAYOR:

Donald W. Grew
1/15/75

BY ITS CLERK:

Sheila Sutton

FOR THE LODGE

By William J. Cochran

Its: Pres. Supervisor Div.

By _____

Its: _____