

AGREEMENT BETWEEN THE INTERNATIONAL FIREFIGHTERS ASSOCIATION AND THE CITY OF ANN ARBOR

COMMENCING JULY 1, 1995 CONCLUDING JUNE 30, 1998



MELATIONS COLLECTION

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AGREEMENT

This agreement entered into this 17th day of July, 1995, between the City of Ann Arbor (hereinafter referred to as the "Employer" and Local 1733 of the International Association of Fire Fighters, AFL-CIO hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION - EMPLOYEES COVERED - SCOPE OF CONTRACT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with Section 11 of said Act for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All Fire Department Personnel less the Chief, the Chief's secretary and other office clerical employees.

The provisions of this agreement shall apply to the relationship between the employer, the employees of said bargaining unit, and said union.

DISCRIMINATION

No persons employed by the City shall be discriminated against because of sex, age, race, religion, color, or national origin. The City is an equal opportunity Employer. The City shall take steps to assure that employment assignments and promotions are given on an equal, nondiscrim-inatory basis. Membership in the Union shall be open to every employee in the bargaining unit covered by this contract on a nondiscriminatory basis.

AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

4. UNION SECURITY (Requirements of Union Membership)

a. Maintenance of Membership

Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this agreement. Employees covered by this agreement who become members of the Union during the life of this agreement shall be required to continue membership in the Union for the duration of this agreement. Employees who shall continue to tender, or for who there is tendered until the expiration of this agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

Members of the Union desiring to withdraw from Union membership, may do so by giving notice to the Union and to the City Controller's Office during the ten (10) days immediately prior to the expiration of this agreement. Such notice must be in writing and must be signed by the member.

b. Agency Shop

Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay an amount equal to the monthly union dues to the local union for the service and administration of this contract for the duration of this agreement.

Employees covered by this agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement, shall be required as a condition of continued employment to pay an amount equal to the monthly union dues to the local union for the service and administration of this contract for the duration of this agreement. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be a member of the Union and shall be deemed to meet the conditions of this section.

c. Termination Penalty for Delinquency in Paying Dues.

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge. Employees shall not be terminated under Section (a) or (b) of this article unless:

- 1. The Union first has given notification by registered letter explaining that they are delinquent in not tendering either periodic and uniformly required union dues, and specifying the sixty (60) day delinquency, and warning them that unless such dues or service charge are tendered within thirty (30) calendar days, they will be reported to the City for termination as provided in this article; and
- The Union has furnished the City with written proof that the procedure of Section (c) (1) of this article has been followed or has supplied the City with a copy of the letter sent to employees and notice that they have not complied with the request. The Union must specify further, when requesting the City to terminate employees, the following by written notice: "The Union certifies that (NAME) has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the agreement, the City shall terminate the employee."
- d. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 5.

UNION DUES, INITIATION FEES OR SERVICE CHARGE

a. Payment by Check-Off

During the life of this agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge hereinafter set forth, the Employer agrees to deduct a uniform amount as union membership dues or service charge levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize the City of Ann Arbor to:

- Deduct from my wages earned each month the uniform amount duly established from time to time by Local 1733 of the International Association of Fire Fighters, AFL-CIO, as its regular monthly dues or service charge.
- 2. Remit said amount to the Treasurer of said Local.

This authorization shall remain in effect and may not be revoked until ten (10) days before the expiration of the current agreement between the City and said Union, or at the end of one (1) year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one (1) year or for the period of each succeeding agreement between the City and the said Union which provides for the deduction of uniform dues or service charges, whichever is shorter, unless I give written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect.

(Check Choice Below): Deduct: Service Charge ____ Union Dues ____ (Print) Last Name First Middle Employer Department Date to Start Signed Deduction Address City State Zip

b. When Deductions Begin

Check-off deduction under a properly executed authorization for check-off of dues or service charge forms shall become effective at the time that the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay period shall be bi-weekly.

c. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with: (1) a list for whom membership dues have been deducted; and (2) a list for whom service charges have been deducted, by the tenth (10th) day of the month following the payday that the dues and charges were deducted.

d. Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

UNION REPRESENTATION

The principle of proportional representation (the number of stewards per employee) reflecting the increase and decrease in work force will be the basis for proper representation.

7. STEWARDS AND ALTERNATE STEWARDS

The Steward structure shall be as follows: (In the absence of the regular steward on duty, an alternate may be appointed by the Local President or Chief Steward.) There shall be a Chief Steward for the Union and the following stations shall have the following stewards:

Fire Station #1 - One (1) Steward from Each Platoon

Fire Station #2 - One (1) Steward from Each Platoon

Fire Station #3 - One (1) Steward

Fire Station #4 - One (1) Steward

Fire Station #5 - One (1) Steward

Fire Station #6 - One (1) Steward

8. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or its designated representative upon

the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and at least two (2), but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular pay if then on duty. Such conferences may be attended by a representative of the International Union.

9. MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this agreement.

GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations and applications of particular clauses of this agreement, and about alleged violations of this agreement. Other grievances not relating to this contract may be submitted and can be processed through Step 3 of this grievance procedure. Employees may file grievances only on their own behalf or a union steward or officer may file on behalf of the union or an aggrieved employee. Grievances must be filed within twenty-one (21) calendar days after the last event giving rise to the grievance. Grievances shall be presented as follows:

a. Step 1.

Employees may talk with their steward or their immediate commanding officer during their shift. The Steward and/or employee may then discuss the grievance with the officer and/or commanding officer in charge. Officers and/or commanding officers, upon receiving a grievance, shall have four calendar days in which to submit their answer orally. Officers and/or commanding officers shall consult with the Chief before answering the grievance, unless the Chief is unavailable; in which case the officer and/or commanding officer will give an answer orally.

b. Step 2.

If the grievance is not satisfactorily disposed of, the aggrieved employee (a steward or union officer may be the aggrieved employee on behalf of the Union) shall submit it in the required written form to the Chief, and inform the Director of Personnel of this submission. The Chief, or in the Chief's absence, a designated representative, shall within five (5) calendar days after the appeal is presented, make arrangements for a meeting to be held within ten (10) calendar days of the presentation of the appeal. The meeting shall include the Chief and one representative of the Chief and the employee, the steward and/or union officer. The Union Representatives may meet for fifteen (15) minutes immediately prior to the joint meeting. The Chief shall review the case and an answer shall be placed on the written form and presented to the employee and union representative within seven (7) calendar days after the scheduled meeting.

c. Step 3.

If the Chief's answer is unsatisfactory to the employee, there shall be a right to appeal to the City Administrator. All appeals shall be presented to the office of the City Administrator by a representative of the Union. The date and hour of such a presentation shall be endorsed upon the grievance form by the City Administrator, or by the person receiving same on the Administrator's behalf.

The City Administrator, or an authorized representative, shall, within five (5) calendar days after the appeal is presented, make arrangements for a meeting to be held within ten (10) calendar days of the presentation of the appeal. Said meeting shall be attended by the City Administrator, or someone acting in the Administrator's capacity, and by the aggrieved employee's representative(s) of the Union signing the grievance, and may also be attended by appropriate officials of the City and the The City Administrator, or someone acting in the Administrator's capacity, shall, within the said five (5) day period, notify the Union representative(s) signing the grievance, and the aggrieved employee, of the day, time, and place of said meeting. The City Administrator, or someone acting in the Administrator's capacity shall, within seven (7) calendar days after such a meeting, mail a written answer to the Union representative(s) signing the grievance and to the aggrieved employee. The answer to be sent to the Union representative(s) shall be sent to Ann Arbor Fire Fighters Association, 210 East Huron, Suite C, Ann Arbor, Michigan 48106; the answer to be sent to the aggrieved employee shall be sent to the employee's home address as shown on the employment records of the City. In lieu of mailing an answer, in the City Administrator's discretion, the grievance may be submitted to a member of the American Arbitration Association (who is agreeable to both parties). In such a case, the decision of the arbitrator shall be binding upon both parties. The Union representative(s) and the employee may meet for thirty minutes prior to said meeting. The Chief

Steward shall be allowed necessary time off with pay to investigate the nature and circumstances surrounding the grievance.

d. Step 4.

If an answer of the City Administrator is unsatisfactory to the Union, and the Executive Board decides to take the matter to arbitration, the Union must notify the City Administrator of its intention to appeal the grievance to arbitration within seven (7) calendar days after the decision has been received. The grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. Provided, however, submission to a mutually agreeable arbitrator or to the American Arbitration Association must be in writing within thirty (30) calendar days after the notice to appeal has been timely filed with the City Administrator. The decision of the arbitrator shall be binding on both parties.

e. Cost of Arbitration

If a grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the Arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the City and the Union shall each pay one-half of the arbitrator's fee.

f. Power of Arbitrator

An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this agreement, nor shall the arbitrator's discretion be substituted for that of the Employer or the Union, nor shall the arbitrator exercise any responsibility or function of the Employer or the Union.

g. Time Limitation For Grievance Procedure

The aggrieved employee may appeal the decision of the officer to the Chief. The aggrieved employee may further appeal the decision of the Chief to the City Administrator. In relation to such procedure, all appeals must be made within seven (7) calendar days after the decision has been given. If no appeal is taken within the time limit, the employee and/or Union shall be deemed to have accepted the decision. Conversely, if the time limitations are not fulfilled by the Chief in Step 2, or by the City Administrator, or authorized representatives in the Administrator's capacity, at Step 3, and then the City Administrator is personally notified in writing that the time limits have not been met, and the Administrator does not comply with the requirements in Step 3 within two calendar days, then the

matter shall be settled in the Union's favor. The time limits provided herein may be extended by mutual agreement.

h. Grievance Form

The City and the Union shall agree on a grievance form. Once such an agreement is reached, the form shall be prepared by the City and provided to the Union and employees as requested. This form shall be used in filing a grievance. The form shall be the property of the Employee filing the grievance.

DISCIPLINE OR DISCHARGE

- a. The Employer agrees that it will not discipline or discharge employees without just cause.
- b. When an employee has engaged in conduct which could lead to discipline or discharge, the Chief, or in the Chief's absence, a designated representative who shall not be a member of the Fire Department, will notify the employee of the events giving rise to possible disciplinary action. Before any action is taken, the Chief, or a designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with the Union Steward prior to meeting with the Chief or a designated representative and to have the steward present at the meeting with the Chief or the Chief's designated representative.
- c. If disciplinary action is taken, the employee and the Chief Steward will be notified in writing by the Chief. In the Chief's absence, written notification will be given by the City Administrator or a designated representative, who shall not be a member of the Fire Department. Should the employee consider the discipline or discharge to be improper, the employee shall file a written grievance specifying the reasons therefore and proceed to Step 3 of the grievance procedure.
- d. In imposing a discharge or discipline on a current charge, the employer will not base its decision upon any prior infractions of city or departmental rules which occurred more than two years previously nor discharge an employee, for falsification of an employment application after a period of two (2) years from the date of hire unless such falsification is related to the current charges.

12. PROBATIONARY AND TEMPORARY EMPLOYEES

a. New permanent employees hired in the Unit shall be probationary employees throughout a one year period from their

date of hire. Upon completion of the probationary period (one year), they shall become permanent employees. In the event probationary employees are on a non-paid status, or on light duty and are unable to carry out regular fire fighting duties, because of off duty illness or injury, the probationary period will be extended by the number of duty tours missed. Example: If a probationary employee is on a non-paid status and misses five (5) duty tours, the probation period will be extended until the probationary employee works an additional five (5) duty tours.

- b. There shall be seniority among probationary employees based upon total time worked.
- c. All probationary employees shall be evaluated and counseled every three (3) months. Failure to provide such an evaluation shall be a grievance item. A copy of any memorandum on the employees' job performance placed in the employees' personnel file shall be provided to employees. The employees shall have the right to discuss such memorandum with their immediate supervisor. After meeting with their supervisor, if the employees are of the opinion that the information contained in the memorandum is unwarranted, they shall have the right to discuss the matter with the Chief.
- d. The Union shall represent permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this agreement, except employees discharged and disciplined for other than Union activity. Union representation for disciplined probationary employees shall not go beyond Step 3 of the grievance procedure.
- Temporary employees hired in the unit shall accumulate e. seniority on the basis of the months they serve in the If temporary employees are hired as bargaining unit. full-time employees, the time served as a temporary employee will count as probationary time. If temporary employees are laid off, they shall be hired back on the basis of their total seniority in the bargaining unit. employee in the bargaining unit shall be employed in the full-time temporary or part-time temporary position for a period greater than ten (10) consecutive months. If at the end of that time the person is still employed, that person shall become permanent or released from City employment and if so released, the temporary position shall be abolished and not be recreated for a period of at least one (1) year.

13. SENIORITY

- Seniority shall be on a department-wide basis based upon a. employees' seniority dates. Employees' seniority dates shall be the day one year prior to the day employees completed their probationary period. In the event an employee's probationary period is extended under the provisions of Paragraph 12 (a) his or her seniority date shall be the original date of hire once such employee has completed the probationary period. In the event an employee transfers out of the department into another position within the City of Ann Arbor and then back into the department, the seniority date, for purposes of layoffs, promotions, and transfers, shall be the date the employee transfers back into the department. In the event that two (2) or more employees have the same seniority date, the employee who applied for employment first shall have more seniority.
- b. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- c. The seniority list on the date of this agreement will show the names, job titles, and seniority date of all employees.
- d. The Employer will keep the seniority list up to date at all times and will provide the Association with up-to-date copies of the list in December and June of each year.
- e. Employees who transfer from another City Department into the Fire Department shall enter the Fire Department at the lowest rate in the Fire Fighter salary schedule which is at least 2.3% above their rate in the other city department. Provided, however, this shall not be held to entitle an employee to a rate higher than the top rate of a Fire Fighter. Otherwise such employees shall retain full credit for their prior city service with respect to pension, number of vacation days, hospitalization, and any other benefits due such employees. This time shall not impinge upon departmental seniority as established in Article 13 (a).
- f. While employees are on Worker's Compensation or medical leave due to physical or mental illness, or illness in their immediate family, such employees shall continue to accrue seniority.

14. LOSS OF SENIORITY

Employees shall lose seniority for the following reasons only:

- a. They quit city employment.
- b. They are discharged and the discharge is not reversed through the procedure set forth in this agreement.
- c. Forty hour personnel are absent for (5) five consecutive working days without notifying the Employer. Platoon personnel are absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employees at their last known address that they lost seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- d. They fail to report back from a leave of absence at the designated time. In proper cases, exceptions may be made with the consent of the employer. After such absence, the Employer will send written notification to employees at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

15. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards, in the event of a layoff of any type, shall be continued at work as long as there are jobs in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform. Stewards shall be permanent employees and shall have completed their one year probationary period.

SENIORITY OF UNION OFFICIALS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, Chief Steward, Sergeant At Arms, and Trustees of the Local Union shall, in the event of a layoff only, be continued at all times provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their one year probationary period.

17. SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this agreement negotiated and approved by the Employer and the Association shall be binding on both parties. These agreements shall be written in the subsequent contracts or expire, and shall be maintained in a Master File by the Chief's Secretary. There shall be joint access to this file by the Employer and Association.

18. LAYOFFS

- a. The Employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.
- b. Order of layoff of employees shall be made by inverse order of seniority as defined in Section 13 (a). If it becomes necessary to reduce the number of positions within a classification because of layoffs in other classifications or for any other reason stated in (a) above, these reductions shall be made in the following order. First, employees in their promotional probationary period in the inverse order of time spent in their position. Second, if additional reductions are required or there are no probationary employees in affected classifications they shall be made by inverse order of seniority of the employees in the affected classifications as defined in 13 (a).
- c. Those employees affected by the reduction of the number of positions within a classification shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee. In addition, employees who are so replaced shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee.
- d. No probationary permanent employee shall be laid off from any position while any temporary employee is still employed.
- e. Notice of Layoff. The Chief shall give written notice to the Director of Personnel and to the Employee and Union on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least two (2) weeks before the effective date thereof.

f. No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

19. RECALL PROCEDURE

- a. When the working force is increased after a layoff, employees will be recalled in the inverse order of the layoff. Notices of recall shall be sent to employees at their last known address by Registered Mail or Certified Mail. Employees who fail to report for work within ten (10) days from date of mailing of notice of recall, shall be considered to have quit. However, employees unable to report back to work within ten (10) days because of sickness or injury and report such fact to the Chief within ten (10) days of mailing of notice of recall, shall be given preferential treatment when they have recovered and other jobs are available.
- b. Restoration of positions within a classification shall be made in the inverse order of the elimination of those positions.

20. TRANSFERS

- a. In the event that an employee transfers out of the Department into another position within the City of Ann Arbor and then back into the Department, the employee's seniority date for purposes of layoffs, promotions and transfers shall be the date the employee transfers back into the department. For purposes of benefits accruing to employees based upon length of service (e.g. vacation) the seniority date of employees transferring back into the department from another City Department will be computed as if the transfer had not occurred.
- b. Members currently holding a permanent position and wishing to voluntarily post their position may do so by submitting their requests in writing from December 10 through December 20. Permanent openings will be posted on or about January 5 for ten (10) days. Two 10-day posting periods will follow if necessary. All postings will be completed by February 28. Transfers will take effect between March 1 and March 15.
- c. Vacancies remaining after the three posting periods will be filled in the following manner:
 - Using fire fighters with the least seniority off probation.

- If the vacancies occur at the substations, the least senior fire fighters off probation assigned to Station One will be temporarily assigned to fill said vacancy.
- d. Vacancies occurring during the year will be filled by the Chief in the following manner:
 - Promotional positions according to paragraphs 21 and 22.
 - Fire fighter positions using the least senior fire fighters off probation.
 - 3. Newly hired employees will be assigned to Station One for their probationary periods. New hires may be sent to a sub-station on a temporary daily assignment on an equal rotating basis.
- e. Effective retroactive to July 1, 1988 when employees on regular duty do not work at their regularly assigned station, the following procedure will be used:
 - 1. One hour of compensatory time will be given if the employees are at their regularly assigned station by 6:45 a.m., is notified to move by 6:45 a.m., and the move is completed by 7 a.m. This time is not to be entered on the equalized overtime card.
 - Employees who are notified to move after 6:45 a.m. and who use their personal vehicles will be reimbursed for their mileage at the current City rate.
 - The tape deck clock at Station One will be used for times.
 - 4. Any move of a fire fighter shall be done in inverse order of seniority for employees off of probation. Exceptions to this rule can be made for valid reasons (e.g. training).
- f. 1. Employees wishing to transfer to a lower position in the same division, the person must come back to the lowest ranked position in which there is an opening. No testing would be required (e.g. from Captain to Lieutenant) if the employee has held the position in the past and fulfills all requirements of the current job description.
 - Employee who wants to transfer from one division to another, must transfer to the lowest ranking position provided that there is an opening and they are on the eligibility list (e.g. from Captain to Inspector).

- 3. There shall be no six-month trial period for the employee exercising this option.
- 4. This option may only be exercised once a year.

21. PROMOTIONS

- a. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications as defined in the Department Rules and Regulations. Job vacancies will be posted for a period of fifteen (15) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the fifteen (15) calendar day posting period.
- b. During the six (6) month trial period, employees shall have the opportunity to revert back to their former classification. When employees are unsatisfactory in the new position, and are returned to their former position by the employer, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to such employees. The matter may then become a proper subject to begin at the second step of the grievance procedure.
- c. During the trial period, employees will receive the rate of the job they are performing.
- d. Employees promoted within the bargaining unit shall retain their same years of service step.
- e. Evaluations. The Department shall not release the scores of the various tests until the entire evaluation process is completed. Employees shall receive a preliminary departmental evaluation. They will have an opportunity to discuss it with the officer before it becomes final. Employees shall be evaluated only by those officers they have recently worked for or are presently working for. The Fire Department and Personnel shall continue to try and improve the entire evaluation process. The Director of Personnel of a municipality shall be included on the Oral Review Board.

22. PROCEDURES FOR PROMOTIONS

a. Promotions shall be made from a certified list and shall be made by the Chief with the approval of the City Administrator.

- b. All promotions, other than Chief, shall be made from among the personnel of the Department.
- c. Appointments and promotion in the Line, Fire Prevention, or Mechanic Division shall be based on competitive written examination, oral examination, departmental evaluation, past record and existing physical condition. An employee must first pass the written examination with an actual score of 60% to become eligible for the oral examination with the written examination contributing 60% to the total score and the oral and departmental evaluation contributing 20% each. An employee must receive a total score of 70% to qualify for promotion. Promotion then shall be made in order of seniority.
- d. In order to be eligible to test and/or be promoted to the rank of Lieutenant, Fire Inspector, Driver/Operator, or Assistant Mechanic, an employee must have satisfactorily completed at least five (5) consecutive years of service with the Department.
- e. To be promoted to the rank of Lieutenant, an employee must be on the Certified Lieutenants' eligibility list.
- f. In order to be eligible to test for appointment in the Line Division to the rank above the rank of Lieutenant, up to and including the rank of Assistant Chief, an employee must have satisfactorily completed at least ten (10) years service in the Department, and at least two (2) years in the rank of Lieutenant or hold the rank of Captain.
- g. In order to be eligible to test for appointment in the Fire Prevention Division to the rank above the rank of Fire Inspector, up to and including the rank of Fire Marshal, an employee must have satisfactorily completed at least ten (10) years service in the Department, at least two (2) of which years are in the rank of Fire Inspector and must hold the rank of Fire Inspector.
- h. In order to be eligible to test for appointment in the Mechanics Division to the rank above the rank of Assistant Mechanic up to and including the rank of Master Mechanic, an employee must have satisfactorily completed at least ten (10) years service in the Department, at least two (2) of which years are in the rank of Assistant Mechanic and must hold the rank of Assistant Mechanic.
- i. All current and new Lieutenants will be required to obtain Fire Officer I and II by 6/30/95.
- j. All officers above Lieutenant will be required to have Fire Officer III by 6/30/95.

23. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give employees work to which their seniority and qualifications entitle them and such work does exist and a written notice of their claim is filed within thirty (30) days of the time the Employer first failed to give them such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse them for the earnings they lost through failure to give them such work.

24. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages employees would otherwise have earned at their regular rate.

25. VETERANS

The reemployment rights of employees entering the active service of the Armed Forces of the United States shall be governed by the applicable state and/or federal statutes.

26. LEAVE OF ABSENCE FOR VETERANS

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Employer will extend this limit to four (4) weeks in case of recall or extension for emergency conditions. Such active duty will not be deducted from sick leave, vacation leave, or from compensatory time.

27. REST PERIODS AND COFFEE BREAKS

- a. All employees not working a twenty-four (24) hour duty shift, shall be entitled to two (2) rest periods per shift, excluding a lunch period. When employees are working, they shall be allowed a rest period every four (4) hours and such period may be taken within each four (4) hour period. These periods shall be taken one before and one after lunch. Length of rest periods shall be fifteen (15) minutes per period.
- b. When Fire Department platoon personnel are not participating in alarms, training, station duties, or apparatus maintenance, coffee shall be available if so desired.

28. WORK SCHEDULE

It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary or capricious.

- a. Normal hours for non-platoon employees shall be four (4) ten hour shifts or five (5) eight-hour shifts as determined by the Chief provided, however, that before changing from one to the other, the Chief shall announce in writing four months in advance of the specific changes to be made.
- b. Dispatch System Personnel shall normally be assigned five 8-hour tours per week. Dispatchers assigned schedules will be changed and adjusted as noted:
 - Seniority bid on a one-time basis to last from signature date through 06/30/98.
 - 2) Schedules shall be adjusted to cover night watch (11 p.m. 7 a.m.) when period of absence exceeds 14 days due to any circumstances, (Sick Leave, Vacation, etc...)
 - Two weeks notice shall be provided to the dispatcher who will be moved prior to the actual date of the move. Moves shall be determined by seniority pick between the remaining dispatch personnel.
 - 4) No more than two dispatchers will be allowed off at any one time for any reason. Vacations will be bid as per Articles 49 (c) of the contract.
 - 5) Dispatch personnel shall be compensated for holidays as per Article 46 of the contract. (8 hr. x 12.5 holidays x rate = holiday payment.)
- c. Platoon personnel shall have a fifty and .4 (50.4) hour duty week consisting of twenty-four (24) hour shifts on a three platoon basis.

29. OVERTIME

a. Any time worked in excess of the regularly scheduled work week as defined by paragraph 28, shall be considered overtime. All employees except the Chief of the Department, shall be compensated for authorized overtime work in cash or compensatory time as indicated by the Employee. Employees electing to receive compensation for overtime work in cash, shall be paid at a rate of time and one-half of their regular hourly rate. Employees electing to

receive compensation for overtime work in compensatory time off, shall be granted it at a rate of double time. When compensatory time is desired, the employee will determine, subject to the approval of the Chief, when it shall be taken. All comp. time must be taken in a minimum block of four consecutive hours when requested between the hours of 0700-2300. Any requested time beyond 2300 hours will automatically be extended to include all time to 0700 hours. Example: Comp time requested from 1930 hours to 2330 hours would be granted from 1930 hours to 0700 hours.

- b. The Chief will be the determining authority on the necessity for overtime.
- c. Pay for overtime will be paid in the pay period in which the overtime was earned or in the following pay period.
- d. Compensatory time cannot be transferred from one employee to another employee.
- e. An up-to-date record of compensatory time accumulated by each employee will be maintained by the Department.
- f. The minimum time for callback shall be four (4) hours.
- g. Shift holdover one (1) hour minimum.
- h. Anyone working overtime may split that time into comp. time and/or pay by filling out two separate cards. One for comp. time and one for pay.
- i. Anyone involved in court proceedings related to the Ann Arbor Fire Department will be paid for the total amount of time required with a minimum of two (2) hours of compensation.

30. EQUALIZATION OF OVERTIME

The City recognizes the principle of equalization of overtime. Such equalization shall be accomplished on the following basis.

- a. Effective July 1, an overtime card file will be established on the basis of seniority first and the accumulative hours of overtime worked per employee since July 1, 1973. Accumulative overtime hours shall be based on overtime offered and/or worked since July 1, 1974. The card file will be updated on a daily basis.
- b. An employee shall not be required to work overtime throughout any scheduled vacation or code day period, except callback. Trades or compensatory time shall not be used by

an employee to avoid being charged for overtime, except for an emergency leave. Employees agreeing to work overtime shall be bound by the regular attendance procedure.

- c. All overtime known one (1) hour in advance will be considered scheduled overtime.
- d. Overtime shall be equalized within each separate division. Division Commanders or persons acting as Division Commanders shall be responsible for the accuracy and fairness of the overtime card file system. They shall notify the prospective employees eligible for overtime 12 hours prior to the unscheduled overtime period offered if possible.
- e. All overtime in the watch room will be offered to the civilian dispatchers first. If overtime cannot be filled by the civilian dispatchers then the card file will be used as per Section 30 a.
- f. New employees that hire into the department shall be charged with the maximum number of hours of overtime.
- g. The City and the Union agree that to better insure adequate staffing on Christmas Day those employees who work overtime on December 25 will not be charged for those hours worked in the overtime card file.
- h. A voluntary overtime list will be established and will be posted in the B.C. office. Anyone willing to work overtime on Christmas Day will submit their name to the Battalion Chief. On the morning of December 25 if the Battalion Chief is unable to fill unscheduled vacancies from the holdover list, the personnel on the voluntary list will be called to fill those vacancies. The most senior person on the list will be called first; the next senior person next, etc. Employees will not be charged in the card file only if they work overtime on Christmas day (0700 to 0700).
- i. The voluntary overtime list will be established and in place no later than 1700 hours December 22. The sign up list will be posted on December 15 for interested personnel.

31. LEAVE OF ABSENCE

- a. The Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.
- b. The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay for

any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: Attendance at college, university, or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City services; urgent personal business requiring employee's attention for an extended period such as settling estates; liquidating a business; attending court as a witness; running for a public or union elective position; and for purposes other than the above that are deemed beneficial to the City service.

c. Employees who are pregnant shall be entitled to a leave of absence for a period of time up to one (1) year. Pregnant employees will be permitted to work until medical evidence indicates that the employee should no longer work.

Light duty work will be offered to pregnant employees still desiring to work, in the same manner as light duty work is offered to employees who incur a non-work related injury or illness, until such time as it is determined by a physician that the employee is no longer able to continue at even light duty status. For this purpose, the affected employee will furnish the Employer with a doctor's certificate specifying the medical status of the employee and indicating when the employee should no longer work.

Employees granted such leave will be afforded the opportunity to return to their former classification, with no loss of seniority, which shall continue to accrue during the leave. Upon return to work, employees shall furnish the Employer with a doctor's certificate stipulating that they are able to resume their normal work duties.

While on leave, employees shall be allowed unlimited use of their accumulated sick time. While using sick time, an employee will continue to earn benefits in the same manner as benefits are earned for any other sick leave. Employees on pregnancy leave who are not using sick time, shall earn benefits in the same manner as benefits are earned for employees on unpaid medical leave of absence.

Employees returning to work within three (3) months following termination of pregnancy shall be returned to the position from which maternity leave was taken.

d. A permanent employee who has been elected or appointed to a public or Union position will be granted a leave of absence without pay for a period not to exceed two (2) years.

- e. Permanent employees who are off for an extended period of time due to a physical or mental illness, will be granted, at their request, a leave of absence without pay not to exceed two (2) years.
- f. Permanent employees having a prolonged illness in their immediate family, defined in this case to include only the spouse and children of the employee, will, at the employee's request, be granted a leave of absence without pay not to exceed one (1) year.

32. LEAVE FOR UNION BUSINESS

- a. Officers and stewards of the Union shall be afforded reasonable time during regularly scheduled working hours without loss of pay to fulfill their Employer/Union responsibilities including processing grievances, administration and enforcement of this agreement.
- b. Further, that four (4) elected delegates of the Union be authorized up to five (5) work days off with pay, for forty (40) hour employees and three (3) duty days off for platoon personnel to attend a convention conference or seminars relating to the administration of the collective bargaining agreement at which their participation is requested. Request for leave for Union business shall be submitted to the City Personnel office by the local Union at least three (3) days prior to such a leave.
- c. Union members that engage in negotiating sessions with the City's management negotiating team will be paid in compensatory time at the rate of one hour of compensatory time for one hour of fraction rounded up to the nearest half hour. This time will not be entered into the overtime card file.

33. FUNERAL LEAVE

Non fire fighting permanent employees shall be allowed up to five (5) working days and fire fighting platoon personnel shall be allowed up to two (2) duty days as funeral leave days with pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent of member or spouse, or a member of employee's household.

34. PAY ADVANCE AND BI-WEEKLY PAYCHECKS

If a regular payday falls during employees' vacations and they are to be on vacation for two (2) weeks or longer, they will be entitled to receive that check in advance before going on vacation. Employees must make a request to the City Controller's office for their check two (2) weeks before leaving if they desires to receive it in advance.

Employees covered by this Agreement shall be paid in full bi-weekly. While the official payday is Friday, paychecks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

35. BULLETIN BOARDS

The Employer will provide bulletin boards in each Fire Station which may be used by the Union for posting notices of the following types:

- 1. Notices of Recreational and Social Events
- 2. Notices of Elections
- 3. Notices of Results of Elections
- Notices of Meetings
- 5. Miscellaneous Items Placed on the Board by Employees; e.g. "For Sale."

36. TEMPORARY ASSIGNMENTS

- a. When five (5) officers are on duty at Station 1 the least senior Lieutenant there shall be used to fill an Officer vacancy at a sub-station. If no vacancies exist in the city then the least senior Lieutenant will be used as a Battalion Chief's aide.
- Temporary assignments for the purpose of filling Command b. vacancies of employees who are absent shall be as follows: First, scheduled vacancies (vacations, personal leave days, compensatory time, or other absence) known to the working shift prior to occurrence will be granted to the senior qualified employee from the Certified List for that position classification eligible for promotion on a shift basis. Second, when Command vacancies occur that are unscheduled and not known in advance, the above procedure shall be used if possible and position can be filled immediately. When an unscheduled vacancy occurs and it cannot be filled immediately by using the Certified List on a shift basis, or when there is no Certified List, the vacancies will be granted to the senior employee on a station and/or shift basis. Employees shall receive the rate of pay of the higher classification for all hours worked in half-day increments while filling such vacancy. As an example, if a Captain's position is vacant the officer or acting officer filling such position will receive Captain's wages for those

hours worked. Probationary employees shall not be used to fill Command or Driver/Operator vacancies that occur.

37. TRAINING ASSIGNMENTS

Both the City and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on a standard, equal and nondiscriminatory basis for all shifts and stations.

Probationary Employees may be required to attend a 5-day live-in training class in which case they will receive their regular pay for that period. If an employee's code day falls during the training period, the code day will be rescheduled.

Education reimbursement: The scope of the education reimbursement program is under dispute at this time.

38. JURY DUTY

Employees who serve on jury duty on a duty day will be paid their full check provided the pay from jury duty on a duty day is forwarded to the Controller's Department, when received. Jury duty pay received on non-duty days is the property of the employee. Leave for jury duty shall not be deducted from sick leave, vacation leave, or compensatory time.

39. MAINTENANCE

Employees may be required to perform daily routine work in connection with maintaining the building in which they are stationed and the grounds on which such building is located. For purposes of this section, such work shall not include painting, except of doors, carpentry, masonry, electrical work, plumbing, roofing, heating work, glass work or floor covering.

40. MINIMUM STAFFING

a. Daily Shift Staffing:

- The City shall continue to maintain a staffing minimum of 24 fire suppression personnel on duty at all times and make an attempt to maintain three personnel on all apparatus.
- Effective June 30, 1995, the City shall maintain a staffing minimum of 26 fire suppression personnel on duty at all times.
- There shall be ten (10) Officers per shift. (Excluding Overtime Officers)

b. Apparatus Staffing:

- Effective July 1, 1992, the staffing level heretofore required to be maintained on Ladder 2 and Rescue 1 shall be reduced from four to three.
- The City will continue to attempt to maintain three personnel on all other fire suppression apparatus in service at all times.
- 3. Effective June 30, 1995, the City shall maintain three personnel on all fire suppression apparatus in service at all times (8 companies).
- The term "fire suppression apparatus" shall mean ladders, engines, aerials (towers) and rescue vehicles.
- Waiver: Both parties hereby agree that throughout the 5. duration of this 1992-1995 agreement, during the negotiations for a successor to this 1992-1995 agreement, and throughout the duration of the successor agreement to the 1992-95 agreement, neither party will alter or attempt to alter, through negotiation, unilateral action, court action or Act 312 Arbitration any of the minimum staffing provisions contained in this Article, and the parties do hereby agree to waive, for the period set forth above, any right to bargain over any changes in this minimum staffing article; provided however that any changes in this minimum staffing article within the period outlined above may occur only through the consent of both Provided further, that this waiver shall expire and have no further effect whatsoever as of the designated last day of the successor agreement to the 1992-1995 agreement.

41. HEALTH AND SAFETY COMMITTEE

- A Health and Safety Committee of Employees and Employer representatives is hereby established. This committee will include for the employees, one (1) representative from each fire station, and three (3) employer representatives as designated by the City Administrator or the Chief, and shall meet at the request of either party during regular working hours, for the purpose of making recommendations to the employer. Fire Department properties will be inspected by a public health sanitarian annually and the sanitarian's report will be immediately forwarded to the City Administrator, the Fire Chief, and the Health and Safety Committee for their use. The recommendation contained in this report shall be implemented within sixty (60) days if at all If recommendations are not implemented at the possible. end of sixty (60) day period, the Chief shall have a report prepared as to the reason for this lack of implementation and the report shall be forwarded to the City Administrator and the Health and Safety Committee.
- b. The City shall consider the personal safety of the employee in establishing operating procedures.

The City shall continue at City expense a Hepatitis-B inoculation program for those employees who wish to participate on a voluntary basis.

Effective on or before July 1, 1991, the City shall issue and maintain for each employee a S.C.B.A. face-piece. Face-pieces shall be compatible with regulators, harnesses and air-tanks used by the Ann Arbor Fire Department.

42. PERSONAL ARTICLES DAMAGE

The City agrees to reimburse employees for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged or lost in the line of duty not through the negligence of the employee. One hundred fifty dollars (\$150) shall be the maximum reasonable value for eyeglasses, seventy-five dollars (\$75) for a wrist watch and two hundred fifty dollars (\$250) shall be the overall maximum reasonable value for any other item. The damaged article shall become the property of the City following the reimbursement. In the event employees receive compensation from their insurance company or from any third party for any damaged or lost item, this section shall not apply.

43. LIGHTS AND GLOVES

The City will provide lights, gloves, and hoods for fire fighting and rescue operations. The lights shall be M.S.H.A. approved for hazardous

atmosphere and of adequate candle power for smoke filled areas. The lens shall be designed for use in smoke.

The gloves shall be MIOSHA approved and of a leather outer shell and a vapor barrier inside. They shall be designed for use in sub-zero temperature.

The hood shall be of approved material P.B.I. or equal.

The City shall issue to and maintain for each employee one light, one hood, and two pair of gloves. The hood and gloves will be fitted for each employee. The city will replace lost, damaged, or worn out above listed items if reported immediately. All employees shall be required to wear or use the above listed items when responding to alarms and for fire-duty use only.

44. SICK LEAVE - FORTY HOUR PERSONNEL

Sick leave for non-fire fighting platoon personnel shall be accrued and granted as follows:

- a. Each permanent employee of the City shall be entitled to sick leave of one (1) 10-hour work day with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. Dispatch Personnel shall be entitled to one (1) 8-hour work day for each completed month of service.
- b. Unused sick leave may be accumulated in an unlimited amount.
- c. In addition to compensation for absence due to sickness, the following shall apply:
 - Employees who die before retirement, or retire from the City service and are entered on the retirement or pension role of the City, shall upon such death or retirement be paid for their unused sick leave credit at the time of death or retirement up to 120 days plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year. These days shall be computed on a ten (10) hour basis.
 - 2. Employees who has accumulated one hundred and twenty (120) or more work days of sick leave credit shall be paid at the end of each calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year, and the other one-half

(1/2) shall be added to their accumulated sick leave credit.

- d. Employees absent from work on legal holidays, during sick leave, during vacation, while on workmen's compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.
- e. An employee eligible for sick leave with pay may use such sick leave, upon approval of the Chief, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children, and parents.
- f. Sick leave absences for a part of a day shall be charged proportionally in an amount not smaller than one-half (1/2) of their regular working day.
- g. Employees finding it necessary to be absent for any reason, shall cause the facts to be reported to their department thirty (30) minutes before the reporting time of the first working day of absence, and shall regularly report, unless hospitalized, thirty (30) minutes before each duty day thereafter unless a period of known illness is given. Sick leave shall not be granted unless such report has been made.
- h. Where sick leave exceeds three (3) working days, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.
- i. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) day.
- j. Accumulated sick leave cannot be transferred from one employee to another employee.

45. SICK LEAVE - PLATOON PERSONNEL

Sick leave for fire fighting platoon personnel shall be accrued and granted as follows:

a. Each permanent fire fighting platoon employee of the city shall be entitled to sick leave of <u>one</u> (1) duty day with pay for each completed month of service.

- b. Unused sick leave may be accumulated in an unlimited amount.
- c. In addition to compensation for absence due to sickness, the following shall apply:
 - Employees who die before retirement, or retire from the City's service and are entered on the retirement or pension role of the City shall, upon such death or retirement, be paid for their unused sick leave credit at the time of death or retirement up to sixty (60) days plus (if at sixty days) all of the unused sick leave days accumulated during the current calendar year.
 - 2. Employees who have accumulated sixty (60) or more duty days of sick leave credit shall be paid at the end of each calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year, and the other one-half (1/2) shall be added to their unused sick leave credits.
- d. The fire fighting platoon employee shall retain the same sick leave benefits as listed in Section 44, subparagraphs (d), (e), (f), (g), (h), (i), and (j).
- e. Fire fighting platoon employees who become, through promotion or reassignment, a non-platoon employee, shall have their accumulated sick time doubled to be placed in line with other non-fire-fighting platoon personnel and their benefits shall be those listed in Section 44. The number of accumulated 24-hour days shall be multiplied by 2 and changed to ten hour days.

46. COMPENSATION FOR ABSENCE ON HOLIDAYS

Fire Department personnel who are employed on a 40-hour duty work week who are on pay status (working or on sick leave or vacation, or if under the first to 365th day of special provisions of Worker's Compensation as outlined under Section 48) the working day before or after the holiday shall be off duty on each of the following holidays or parts thereof and shall receive their regular compensation for the following holidays or parts thereof and any other day or part of a day proclaimed in writing as a City holiday by the Mayor, upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Day Lincoln's or Washington's Birthday Martin Luther King's Birthday Good Friday (1/2 day) Memorial Day July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday

Effective retroactive to July 1, 1986, Fire Department personnel working a 50.4 duty week shall receive six and one-half twenty-four hour days pay at their hourly rate (if employed for the full year or prorated on months of service) on a 50.4 hour duty week per year. On-duty personnel shall be granted compensatory time for Good Friday. This payment shall be made on or before July 15.

47. FOOD ALLOWANCE

The Fire Department personnel working a fifty and .4 (50.4) hour duty week shall receive a food allowance of \$525 annually. This payment shall be made on the first pay of December. The food allowance will be prorated on a monthly basis to begin January 1st. For the purpose of prorating food allowance, any partial month employed shall constitute a full month.

48. WORKER'S COMPENSATION - ON-THE-JOB INJURY

- a. Each employee will be covered by the applicable Worker's Compensation Law.
- The Employer further agrees that employees whose absence b. from work is due to illness or injury arising out of and in the course of their employment with the City are eligible for Worker's Compensation. In addition to Worker's Compensation benefits, employees shall receive the difference between the Worker's Comp benefits and their net salary and all fringe benefits (except prorated food and clothing allowance) as of the date of injury (excluding overtime). This will begin the first actual day on which they are unable to work following the day of injury, and continuing thereafter for a maximum of three hundred and sixty-five (365) days. Net pay will be calculated as employee's bi-weekly wage less Federal taxes, follows: State taxes. The full amount of the pension withholding on their normal salary shall continue and be credited to each employee's annuity account. The supplemental amount shall not increase because of a change in the employee's W-4 form without the approval of the City Administrator. Employees' take home supplement will equal the difference between their net pay as calculated above and their bi-weekly Worker's Compensation payments. For the computation of

pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two (2) weeks, the amounts will be prorated. The City and the employee will bear the necessary cost to make the pension contribution the same as if the employee were working. Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed. Employees able to return to their original classification shall do so.

c. Thereafter, employees injured on the job and eligible for Worker's Compensation, shall, in addition to Worker's Compensation benefits, receive 70% of the difference between the Worker's Compensation benefits and their City salary and all fringe benefits (except prorated food and clothing allowance) as of the 365th day following said injury (excluding overtime) until such time as the employees either receive a duty disability pension or able to return to their original classification or another open classification. During this period of time, the employees' salary and all fringe benefits (except prorated food and clothing allowance) shall be in accordance with the pay schedules set forth in existing contract with regard to seniority and all scheduled pay raises, except that the employees will not receive longevity or merit increases until they return to work. Employees may use a pro-rata amount of banked time to bring their pay to full net pay.

Employees is not able to return to their classification, but able to perform work in another open classification, shall be offered a position in that classification and their pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of their original classification or position whichever is higher.

49. VACATION LEAVE

- a. Vacation for permanent, uniform, non-fire fighting platoon personnel shall be accrued and granted as follows:
 - Personnel with up to and not including eight years of service shall be entitled to fourteen (14) full 10-hour duty days off per year, provided that such days off may be divided into periods of time upon the approval of the Fire Chief. Vacations may be taken in one sum or in as many whole duty days as desired. Dispatch personnel shall be entitled to fourteen (14) full 8-hour duty days off per year.
 - 2. Employees who have eight and 16 years of continuous service with the City shall be allowed eighteen (18)

and twenty-two (22) <u>ten-hour</u> working days of vacation leave per annum respectively, thereafter.

- b. Fire Department personnel working a <u>24-hour duty day</u> shall be allowed to use their accumulated vacation leave as follows:
 - Personnel with up to, but not including, eight (8) years of service shall be entitled to eight (8) full duty-days off per year, provided that such day off may be divided into periods of time upon the approval of the fire chief and as indicated in (2) below.
 - 2. Personnel who have eight (8) and sixteen (16) years of continuous service or more, shall be entitled to ten (10) and twelve (12) full duty-days off per year, respectively, provided that such days off may be divided into periods of time upon approval of the Fire Chief. Vacation may be taken in one sum or in as many whole duty days as desired.
 - 3. Earning Vacation Leave. Personnel who have eight (8) and sixteen (16) years of continuous service or more shall be entitled to ten (10) and twelve (12) days per year. Personnel shall receive (not earn) ten (10) days of vacation on their ninth year and twelve (12) days of vacation on their seventeenth year.

c. <u>General</u>

- Personnel request their first vacation period. The Chief, based upon these requests, schedules vacation leave with particular regard to the seniority of employees and in accord with operating requirements.
- 2. After all personnel are scheduled for their first vacation period, those who want to have a second vacation period will make their requests and their period will be scheduled as in (1) above.
- 3. After those personnel are scheduled for their second vacation period, those who want to request subsequent vacation periods will make their requests and their periods will be scheduled as in (1) above.
- 4. The first vacation request must be made by March 15. The second request to be made by March 25. Other requests to be made and granted when available.
- 5. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and

within the discretion of the Chief, be charged against the employee's vacation leave allowance.

- 6. The Chief shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the written request of the employees.
- 7. Vacation Anniversary Date. To avoid fractional vacation periods, the anniversary date for vacations shall be January 1 or July 1. An employee who is hired between October 1 and March 31 has a January 1 anniversary date. An employee who is hired between April 1 and September 30 has a July 1 anniversary date. This means that an employee who completes eight (8) years of service by March 31 will receive 10-days of vacation leave by that year. If the employee completes eight (8) years of service between April 1 and September 30, he will receive nine (9) days of vacation leave for that year.
- 8. Personnel of the Fire Department shall accrue and be granted vacation leave as earned. The fiscal year for granting vacations on the bid system shall be April 1 through March 31.
- No vacation leave will be granted unless formally requested and when working conditions permit. Vacations start at the end of the last regular work day.
- 10. Employees shall be encouraged to take yearly vacations and in no case shall employees be allowed to accrue, at any one time, more than twice the amount of annual vacation to which they are entitled. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.
- 11. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.
- 12. Accumulated vacation leave cannot be transferred from one employee to another employee.

- 13. Personnel requesting vacation on a day to day basis must call in their request prior to 0630 hours of the duty day requested.
- 14. The City shall have the right to deny eligibility for vacation leave on any day when six fire fighters are already scheduled for and taking vacation leave on that day.

50. PERSONNEL LEAVE DAYS

Personnel of the Fire Department shall earn personal leave days as follows:

24-Hour Platoon Personnel
One (1) Twenty-Four (24) Hour Day
40-Hour Personnel
Two (2) Ten (10) Hour Days
Dispatch Personnel
Two (2) Eight (8) Hour Days

This time shall be added to the individual's compensatory time as of July 1, of each year and shall not be deducted from sick leave.

51. CLOTHING ALLOWANCE

- a. Effective retroactive to July 1, 1986 personnel that are required to wear dress blue uniforms at all times (Assistant Chief, Battalion Chiefs, Fire Marshal, Fire Inspector) shall receive a clothing allowance of \$600.
- b. Effective retroactive to July 1, 1986 fifty and .4 (50.4) hour and other personnel shall receive a clothing allowance of \$550. The Employer shall furnish all required protective clothing (including uniform hat, badge, and helmet) to a new employee.
- c. Clothing allowance payment for (a) and (b) shall be the first payday in July.
- d. After any employee has replaced the original protective clothing from the clothing allowance, it shall be considered the employee's personal property. However, should employment be terminated before protective clothing is replaced by employee, the ownership shall revert back to the Employer. Any part of protective clothing or dress uniform damaged in the line of duty shall be replaced by employer.
- e. The Union agrees that the clothing allowance shall be used for the replacement of personal protective equipment required by MIOSHA Standard-Part 74, Rule 7431. The Union further agrees to indemnify and hold harmless the City, its

agents and its employees from any claims, fines, forfeitures, or penalties arising as a result of providing a cash clothing allowance for compliance with MIOSHA Rule 7431 in lieu of the actual personal protective equipment.

52. HOSPITALIZATION, DENTAL, OPTICAL

a. <u>Hospitalization Coverage</u>: After six (6) months of employment, employees shall be provided the High Benefit Comprehensive Blue Cross-Blue Shield MVF-1 Plan providing up to 365 days of hospitalization which includes the comprehensive Blue Shield Surgical Plan, prescription drug rider, Master Medical Plan, PPNV, Voluntary Sterilization, and ML riders or the satisfactory equivalent of such plan.

Effective 7/1/95, Master Medical deductibles increased for single coverage from current \$50 to \$150 and for family coverage from current \$100 to \$300. BC/BS prescription drug co-payment increased from \$2.00 to \$5.00 and a mail order option is introduced at 50% of co-payment per prescription.

Permanent employees of the City of Ann Arbor may elect to take this hospitalization insurance at the time they become permanent employees. Permanent City employees may also elect to take this hospitalization plan at the yearly reopening period which generally occurs for a two week period in May taking effect July 1. Newly appointed permanent employees will be required, if they elect to take this insurance upon the commencement of their permanent employment, to pay the insurance premium for the first six (6) months of their employment. At the end of this time, the City of Ann Arbor will assume the full cost for their hospitalization premium including that premium portion that is for their spouse and children under nineteen (19) years of age; but shall also exclude special dependent coverage such as, for example: a parent, mother-in-law, or child over nineteen (19) years of age.

The parties agree to form an ad hoc labor management committee to consist of representatives from the City and the Fire Fighters bargaining unit and such other City of Ann Arbor collective bargaining units as may agree to participate which committee shall meet from time to time to explore medical cost containment measures.

The City agrees to pay those qualified union members who agree to discontinue their medical insurance, the sum of \$500 per year. This agreement is subject to the guidelines as outlined in Appendix D and subject to Union review of tax implications.

- b. Dental Coverage: After six (6) months of employment, employees shall be provided a "50% Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of \$1000 per year per person. Effective upon the date of the arbitration award in Act 312 Case No. D86 E-1120, the City shall provide, as soon as possible thereafter, an orthodontics rider providing 50% co-payment for employees' dependent children up to their 19th birthday with a \$1000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age.
- c. Optical Coverage: After six (6) months of employment, employees shall be provided the "Full Service Benefit" Plan "A" of Mutual Eye Claims Audits, Inc. or its satisfactory equivalent.

53. HOSPITALIZATION, MEDICAL, SURGICAL INSURANCE FOR RETIREES

The Employer shall pay the entire cost of a like Blue-Cross Blue-Shield Plan minus the PPNV-1 rider for retirees. Provided that employees taking a deferred retirement do not receive this benefit. is understood that if an employee retires and takes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. Before the coverage is terminated if there is a disagreement between the retiree and the City relative to the definition of substantially different, a panel consisting of the City Administrator or his/her designee; the Union President or his/her designee and a third party agreed to by the first two shall determine if a retiree shall remain in the City's plan. However, should the retiree lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof of such loss to the City, the City's obligation to provide health coverage shall recommence and such coverage shall be restored immediately following the production of such The City shall not prohibit a retiree from re-entering proof of loss. the City's health insurance coverage for any reason upon loss of coverage from another carrier, and further, the health insurance benefits provided upon return to City coverage will be the same as that which the retiree was entitled to upon retirement from City service. When a retiree becomes eligible for the Federal Medicare program, the City's obligation to provide hospitalization to said employee, current or retired, shall be reduced to that of complementary partner with the Federal Medicare Program. (Medicare Complementary Coverage option 2/1).

54. LIFE INSURANCE COVERAGE

a. Effective retroactive to July 1, 1988 the Employer agrees to pay the entire premium cost of \$40,000 of life insurance

on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$10,000 of life insurance for retiring employees, employees who have completed fifteen (15) or more years with the City and are retiring on a City pension. Provided, however, that employees taking a deferred retirement do not receive this benefit.

- b. Eligible employees will be permitted to take additional insurance up to twice their annual salary, with the City paying one-half (1/2) of the true cost of the insurance and the employee paying (1/2) of the true cost.
- c. Employees who take additional life insurance according to section (b) are entitled to subscribe to group life insurance for their family as follows:

Coverage	Amount
Spouse	\$6,000
Children: Birth to Age 6 Months	400
Age 6 Months to Age 19	4,000

The premium for the additional life insurance to Section b. will be paid entirely by the employee.

55. PENSIONS

Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of the Ann Arbor City Code in effect as of the date of this agreement except for the changes specifically provided for in this agreement. For employees not on the Fire Department payroll as of July 1, 1982, compensatory payout, vacation payout, and sick leave payout at retirement will not be included in final average compensation. (See Appendix E)

56. RETROACTIVITY

The salary rates as specified in salary schedule Appendix A shall be retroactive to the date indicated therein.

57. DEPARTMENT RULES AND REGULATIONS

The Department Rules and Regulations shall be part of this contract. In any conflict between these rules and the contract, the contract shall take precedence.

58. LIGHT DUTY ASSIGNMENT

Light duty, i.e., those duties normally performed by Fire Department employees, including but not limited to dispatch, shall be provided for those employees who incur a work related injury or illness and who are unable to carry out regular fire fighting duties. The employee shall be compensated at his existing annual salary.

- 59. Appendix A. Salary Schedule Effective July 1, 1995 (2.0% increase across the board).
- 60. Appendix B. Salary Schedule Effective January 1, 1996 (1.0% increase across the board).
- 61. Appendix C. Salary Schedule Effective July 1, 1996 (2.75% increase across the board).

July 1, 1997 - wage reopener

62. DISPATCH SALARY

Newly hired dispatch personnel shall be paid according to the Civilian Dispatch Salary Schedule.

63. EMERGENCY MEDICAL TECHNICIAN ALLOWANCE

- a. Effective January 1, 1986 employees with one year of service who have a state of Michigan EMT license on file with the city on that date or on January 1 of each subsequent year will receive a \$500 payment on or before January 20 of such year. There will be no pro-rata payment for licensing obtained at any other time during the year.
- b. All personnel hired after July 1, 1989 shall acquire and maintain the required State of Michigan license for Emergency Medical Technician (E.M.T.) during the first year of their employment as a condition of continued employment. Employees who fail the initial certification and licensure testing process or the re-licensure testing process shall be afforded one additional opportunity to pass the test.

64. INDEMNIFICATION POLICY

The City will indemnify and defend all employees in the Fire department in regard to claims for civil liability arising out of the employee's conduct while on duty with the City. However, the City may decline to provide indemnification and defense if the incident giving rise to the claim results in criminal charges or discipline against the employee and those charges or discipline are upheld.

Defense of the employee must be requested as soon as the employee is served with process. If the City provides the defense, it may do so through the City Attorney's office or through such other attorney's as the City may choose.

Indemnification of the employee shall be conditioned upon the employee's full cooperation and assistance in the defense of the claim. If, in the course of the civil action, it clearly appears that the employee has not been truthful in reporting the event in question, the City may alter its determination regarding indemnification.

65. WAGE OVERPAYMENT

It is agreed that the City shall be conclusively construed to have an employee's voluntary authorization to deduct from such employee's pay all monies owed to the City by wage overpayment. Provided, however, the City agrees to deduct no more than \$50 net per paycheck until the overpayment is repaid in full. Should the employee leave City employment prior to full repayment of the amount owing, the City shall be authorized to deduct the entire balance from the employee's final paycheck.

66. SAVINGS

If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

67. DURATION -

This agreement, which became effective on July 17, 1995, shall remain in full force and effect until the 30th day of June, 1998, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

FIREFIGHTERS (A) Salary Schedule Effective July 1, 1995

Grade .	Hours Worked	S-1 Minimum Rate	S-2 1-Year Service	S-3 2-Years Service	S-4 3-Years Service	1-L 7-Years Service	2-L 12-Years Service	3-L 18-Years Service		
301-000 Civilian Dispatch	40.00	25,058.56 963.76 12.047	28,018.34 1,077.60 13.470	30,982.58 1,191.60 14.895	31,924.07 1,227.84 15.348	32,731.70 1,258.88 15.736	33,527.27 1,289.52 16.119	34,319.82 1,320.00 16.500		
302-000 Dispatch	40.00	31,575.17 1,214.40 15.180	35,306.41 1,357.92 16.974	39,037.68 1,501.44 18.768	40,245.35 1,547.92 19.349	41,246.97 1,586.40 19.830	42,247.08 1,624.88 20.311	43,245.72 1,663.28 20.791		
312-000 Firefighter	50.40	31,575.17 1,214.44 12.048	35,306.41 1,357.98 13.472	39,037.68 1,501.42 14.895	40,245.35 1,547.88 15.356	41,246.97 1,586.39 15.738	42,247.08 1,624.90 16.120	43,245.72 1,663.30 16.501		
313-000 Sergeant Driver/Operator	50.40	: e			42,174.92 1,622.07 16.092	43,176.53 1,660.68 16.475	44,176.64 1,699.08 16.856	45,175.27 1,737.49 17.237		
314-000 Asst. Mechanic Lieutenant	50.40				44,104.45 1,696.36 16.829	45,106.09 1,734.87 17.211	46,106.19 1,773.27 17.592	47,104.82 1,811.68 17.973		E
305-000 Inspector	40.00				46,267.82 1,779.52 22.244	47,210.08 1,815.76 22.697	48,211.71 1,854.32 23.179	49,210.33 1,892.72 23.659		
315-000 Captain	50.40			*0	46,267.82 1,779.52 17.654	47,210.08 1,815.81 18.014	48,211.71 1,854.32 18.396	49,210.33 1,892.72 18.777		
306-000 Apparatus Mechanic Dep. Fire Marshal	40.00		141		48,315.47 1,858.32 23.229	49,315.59 1,896.72 23.709	50,315.73 1,935.20 24.190	51,314.31 1,973.60 24.670		
316-000 Battalion Chief	50.40				48,315.47 1,858.25 18.435	49,315.59 1,896.75 18.817	50,315.73 1,935.26 19.199	51,314.31 1,973.66 19.580		
307-000 Fire Marshal	40.00		3.€8		51,487.29 1,980.32 24.754	52,487.40 2,018.72 25.234	53,486.03 2,057.12 25.714	54,487.66 2,095.68 26.196		
308-000 Asst. Chief	40.00				53,959.75 2,075.36 25.942	54,958.39 2,113.76 26.422	55,958.51 2,152.24 26.903	56,958.63 2,190.72 27.384		
		F	irefighters Hire	d after 1/6/92						
Grade	Hours Worked	S-1 Minimum Rate	S-2 1-Year Service	S-3 2-Years Service	S-4 3-Years Service	S-5 4-Years Service	S-6 5-Years Service	1-L 7-Years Service	2-L 12-Years Service	3-L 18-Years Service
312-000 Firefighter	50.40	31,575.17 1,214.44 12.048	33,309.56 1,281.17 12.710	35,043.59 1,347.80 13.371	36,777.62 1,414.53 14.033	38,511.65 1,481.26 14.695	40,245.35 1,547.88 15.356	See Fire	fighter position	above
Firefighter hired after 313-000 Sergeant Driver/Operator	1/6/92 acting 50.40	as:	34,906.59 1,342.56 13.319	36,723.76 1,412.41 14.012	38,540.93 1,482.36 14.706	40,358.10 1,552.22 15.399	42,174.92 1,622.07 16.092			
314-000 Asst. Mechanic Lieutenant	50.40		36,503.59 1,403.94 13.928	38,403.90 1,477.12 14.654	40,304.20 1,550.20 15.379	42,204.51 1,623.28 16.104	44,104.45 1,696.36 16.829			
315-000 Captain	50.40				42,281.17 1,626.21 16.133	44,274.68 1,702.92 16.894	46,267.82 1,779.52 17.654			

(B) FIREFIGHTERS
Salary Schedule Effective January 1, 1996

								£2		
	Hours	S-1 Minimum	S-2 1-Year Service	S-3 2-Years Service	S-4 3-Years Service	1-L 7-Years Service	2-L 12-Years Service	3-L 18-Years Service	, io	¥
Grade	Worked —	Rate			—					
	40.00	25 200 45	28,298.52	31,292.41	32,243.31	33,059.02	33,862.54	34,663.02		
301-000	40.00	25,309.15			1,240.16	1,271.52	1,302.40	1,333.20		
Civilian		973.44	1,088.40	1,203.52		15.894	16.280	16.665		
Dispatch		12.168	13.605	15.044	15.502	15.094	10.200	10.003		
	12.22	1		00 100 00	10.047.00	44 050 44	10 000 EE	42 670 40		
302-090	40.00	31,890.92	35,659.47	39,428.06	40,647.80	41,659.44	42,669.55	43,678.18		
Dispatch		1,226.56	1,371.52	1,516.48	1,563.36	1,602.32	1,641.12	1,679.92		
		15.332	17.144	18.956	19.542	20.029	20.514	20.999		
		04 000 00	25 650 47	39,428.06	40,647.80	41,659.44	42,669.55	43,678.18		
312-000	50.40	31,890.92	35,659.47				1,641.12	1,679.93		
Firefighter		1,226.53	1,371.48	1,516.44	1,563.41	1,602.32	TO 104 104 104 104 105 105			
		12.168	13.606	15.044	15.510	15.896	16.281	16.666		
242.000	50.40				42,596.67	43,608.30	44,618.41	45,627.02		
313-000	30.40				1,638.30	1,677.21	1,716.12	1,754.93		
Sergeant					16.253	16.639	17.025	17.410		
Driver/Operator					10.255	10.039	17.025	17.410		
314-000	50.40				44,545.49	45,557.15	46,567.25	47,575.87		•
	30.40				1,713.30	1,752.21	1,791.01	1,829.82		
Asst Mechanic					16.997	17.383	17.768	18.153		
Lieutenant					10.337	17.505	17.700	10.100		
205 200	40.00				46,730.50	47,682.18	48,693.83	49,702.43		
305-000	40.00				1,797.36	1,833.92	1,872.80	1,911.60		
Inspector						22.924	23.410	23.895		
					22.467	22.324	23.410	23.033		
202222					40 700 EO	47 600 40	49 602 92	49,702.43		0.68
315-000	50.40				46,730.50	47,682.18	48,693.83			
Captain					1,797.36	1,833.96	1,872.86	1,911.67		
					17.831	18.194	18.580	18.965		
0200000		100			40 700 60	40 909 75	50,818.89	51,827.45		
306-000	40.00				48,798.62	49,808.75		1,993.36		
Apparatus Mechanic					1,876.88	1,915.76	1,954.56			
Dep. Fire Marshal					23.461	23.947	24.432	24.917		
	50.40				49 709 62	49,808.75	50,818.89	51,827.45		
316-000	50.40				48,798.62			1,993.32		
Battalion Chief					1,876.90	1,915.70	1,954.61	White State of the Control of the		
					18.620	19.005	19.391	19.775		
					52,002.16	53,012.27	54,020.89	55,032.54		
307-000	40.00							2,116.64		
Fire Marshal					2,000.08	2,038.96	2,077.76			
			01		25.001	25.487	25.972	26.458		
	40.00				54,499.35	55,507.97	56,518.10	57,528.22	81	
308-000	40.00				2.096.16		2,173.76	2,212.64		
Asst. Chief						2,134.96	27.172	27.658		
					26.202	26.687	21.112	27.030		
			Firefighters Hire	d after 1/6/92						
			nenginers i me	d alter more				12		
		S-1	S-2	S-3	S-4	S-5	S-6	1-L	2-L	3-L
(4)	Hours	Minimum	1-Year	2-Years	3-Years	4-Years	5-Years	7-Years	12-Years	18-Years
Grade	Worked	Rate	Service	Service	Service	Service	Service	Service	Service	Service
312-000	50.40	31,890.92	33,642.66	35,394.03	37,145.40	38,896.77	40,647.80	See Fire	efighter position	above
Firefighter	100	1,226.53	1,293.97	1,361.30	1,428.64	1,496.07	1,563.41	+		
i nenginei		12.168	12.837	13.505	14.173	14.842	15.510			
		1200								
Firefighter hired after 1/6	/92 actino a	s:								
313-000	50.40	776.1	35,255.67	37,091.01	38,926.35	40,761.69	42,596.67	63		
Sergeant			1,355.96	1,426.62	1,497.18	1,567.74	1,638.30		50	
Driver/Operator			13.452	14.153	14.853	15.553	16.253			
z.iron opolator						4				
314-000	50.40	0.2	36,868.63	38,787.94	40,707.25	42,626.55	44,545.49			
Asst. Mechanic			1,418.05	1,491.84	1,565.63	1,639.51	1,713.30			
Lieutenant			14.068	14.800	15.532	16.265	16.997		*/	14
and the same of th							5 3757.515.			
315-000	50.40				42,703.99	44,717.44	46,730.50			
Captain	50.40				1,642.44	1,719.95	1,797.36			
Сарин					16.294	17.063	17.831			\$
					10.204		200		the state of the s	

(C) FIREFIGHTERS
Salary Schedule Effective July 1, 1996

Hours Minimum 1-Year 2-Years 3-Years 4-Years 5-Years 7-Years 12-Years 18-Years 312-000 50.40 32,767.92 34,567.83 36,367.37 38,166.90 39,966.43 41,765.61 See Firefighter 50.40 1,260.30 1,329.55 1,398.70 1,467.95 1,537.20 1,606.35 12.503 13.190 13.876 14.563 15.250 15.936											
Triple			S-1	S-2	S-3	S-4	1-1	2-1	3.1		
Grade Volvited Rate Service		House									
201-00	Crade										
Chilain	Grade	vvorked	Rate	Service	Service	Service	Service	Service	Service		
Chilain											
Chilain	204 200		00 005 45	00 070 70	22 452 05	22 420 00	22 200 44	04 700 70	05.040.05		
Dispatch 12,502 13,679 15,458 15,928 16,331 16,728 17,123 17,123 17,123 12,000 40,00 32,787,92 36,640,11 40,512,33 41,765,61 1,604,00 1,646,32 44,879,33 1,602,30 1,728,10 1,728		40.00	보다고 집에 있는 보다 되었습니다.								
202-000			1,000.16						1,369.84		
1,26,0.22	Dispatch		12.502	13.979	15.458	15.928	16.331	16.728	17.123		
1,26,0.22											
15.764 17.615 19.477 20.080 20.579 21.076 21.577 312-000 50.40 30.640.11 40,512.33 41,765.51 42,805.07 43,842.96 44,879.33 17.260.30 14,005.28 1,558.17 1,806.35 1,846.37 1,886.28 1,723.10 16.729 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 17.26	302-000	40.00	32,767.92	36,640.11	40,512.33	41,765.61	42,805.07	43,842.96	44,879.33		+-
15.764 17.615 19.477 20.080 20.579 21.076 21.577 312-000 50.40 30.640.11 40,512.33 41,765.51 42,805.07 43,842.96 44,879.33 17.260.30 14,005.28 1,558.17 1,806.35 1,846.37 1,886.28 1,723.10 16.729 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 17.260.30 13.881 15.458 15.938 16.333 16.729 17.260.30 17.26	Dispatch		1,260.32	1,409.20	1,558.16	1,606.40	1,646.32	1,686.24	1,726.16	€ 9	
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APPENDIX D

HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

- (1) Waiver and Amount of Payment: Employees may waive the City health insurance provided under this agreement any time during the year by notifying the Employee Benefits Office and signing a waiver form. In return for this waiver, eligible employees will receive a \$500 cash payment for every year period in which they elect not to participate in the City's health insurance programs.
- (2) Payment Schedule: Cash payments will consist of four quarterly payments of \$125 as follows:

Payment 1: July-September 1st Pay in October Payment 2: October-December 1st Pay in January Payment 3: January-March 1st Pay in April Payment 4: April-June 1st Pay in July

If an employee enters the program during one of the above quarters, the quarterly payment will be prorated by month and will be paid according to the above schedule. Payments will be made for full months only. Payments will be made after each complete quarter in which the employee does not participate in the City's health insurance programs, as described above.

- (3) Eligibility: To take advantage of this cost containment program, employees must meet the following criteria:
 - (a) The employee must show written proof of health insurance coverage elsewhere. A valid insurance coverage elsewhere. A valid insurance carrier identification card would meet this criterion.
 - (b) Employees whose spouses are City employees are not eligible for this program.
 - (c) Employees must complete a Health Insurance Waiver form in the Employee Benefits office.
- (4) Re-Entry into the City's Health Insurance Programs:

Employees who have elected not to participate in the City's health insurance programs may re-enter the City's programs only during the annual Open Enrollment Period. If an employee's spouse has experienced a complete nonvoluntary termination of health benefits elsewhere, upon proof of loss, presented to the Employee Benefits office, such coverage shall be restored immediately.

(5) Termination of the Program: The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the next Open Enrollment Period.

APPENDIX E

- 1. The Union agrees to dismiss with prejudice its grievance, AAA Case No. 54 39 1550 87, and vacate the judgment and orders against the City in Washtenaw County Circuit Court Case No. 88 35474-CL upon the basis that this agreement settles any and all claims pertaining thereto.
- 2. The parties agree that if the Board of Trustees of the City of Ann Arbor Retirement System determines to cease making payments from the Insurance Benefit Fund provided for by Section 1:582 of the Ann Arbor City Code, a meeting of the parties shall take place to discuss the situation presented. Such action of the pension board shall in no way diminish the obligation of the City to provide the increased pension benefits included hereinafter nor would such action interfere with the obligations of the City to provide the current level of Blue Cross Blue Shield benefits and current pension benefits to retirees and current members.
- 3. Effective January 1, 1991, Fire Department employees defined as "non-covered" in Chapter 18 of the Ann Arbor City Code, shall be entitled to full retirement at age 55 with 10 years of service or at age 50 with 25 years of service. Early retirement shall be allowed at age 50 with 20 years of service. The early retirement reduction shall be 0.4% for each month by which retirement precedes the earlier of age 55 or the age at which the employee would have had 25 years of service.
- 4. Effective January 1, 1991, Fire Department employees defined as "covered" in Chapter 18 of the Ann Arbor City Code, shall be entitled to full retirement at age 60 with 10 years of service or age 55 to 60 with 25 years of service. Such an employee may then retire early with 20 years of service but not prior to age 50. The early retirement reduction factor will remain at .4% for each month or fraction of a month that they retire prior to their regular retirement date.
- 5. All employees who retire on or after 1-1-91 (except for employee Harold Easton) shall receive their sick leave, vacation and comp bank payoffs currently provided in the contract in five equal annual installments with 7% interest on the unpaid balance to be paid at the time of each installment payment commencing with the second installment.
- 6. The parties hereby agree that for employees hired on or before July 1, 1982, except as the parties may otherwise agree, from the date of this agreement until the date of each such employee's retirement from the Fire Department, neither party shall alter, attempt to alter, add to or attempt to add to

through negotiation, arbitration or court of administration action, the retirement formula, the age and years of service requirements, other than what is provided in this agreement, the fact that sick leave, compensatory time and vacation are included in final average compensation, nor any current provision of Chapter 18 of the Ann Arbor City Code. The rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement will be open for negotiations upon the expiration of this agreement after June 30, 1992.

7. The parties hereby agree that for employees hired after July 1, 1982 and before June 1, 1990, except as the parties may otherwise agree, from the date of this agreement until the date of each such employee's retirement from the Fire Department, neither party shall alter, attempt to alter, add to or attempt to add to through negotiation, arbitration or court or administration action, the retirement formula or the age and years of service requirements, other than what is provided in this agreement, nor any current provision of Chapter 18 of the Ann Arbor City Code. The rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement will be open for negotiations upon the expiration of this agreement after June 30, 1992.

SUPPLEMENTAL AGREEMENT

The City of Ann Arbor and Local 1733 of the International Association of Firefighters hereby agree that the Union will submit each month to the office of the City Controller a lump sum amount sufficient to purchase the FAE-RC Blue Cross-Blue Shield rider for all its current active members and retirees. Under current BC/BS policy, this rider in combination with the ML and Voluntary Sterilization riders which the City currently provides will entitle the insured to the BC/BS Reciprocity rider for use in other states.

MEMORANDUM OF UNDERSTANDING

It is hereby understood and agreed between the City of Ann Arbor and the Local 1733 of the International Association of Firefighters that payments to retiring employees under Sec. 5 of Appendix D of the current collective bargaining agreement will be made in the following manner:

The 5% pension contribution of the affected retiring employees will be made "Up front." The five checks will be calculated in such a manner that the net amount being paid exclusive of interest will be approximately the same based upon applicable tax rates at the time of retirement. The actual checks will differ in years 2 through 5 based on interest earned and any changes in tax rates.

For the Union

Union

ng 12 1992

For the City

Date

MEMORANDUM OF UNDERSTANDING

It is expressly agreed between the City of Ann Arbor and the International Association of Firefighters, Local 1733 that as provided in Sections 6 and 7 of the Tentative (Collective Bargaining) Agreement covering the period from July 1, 1989 to June 30, 1992, the benefits, rights, conditions and obligations contained therein shall survive the expiration of the July 1, 1989 to June 30, 1992 Collective Bargaining Agreement and shall remain in full force and effect consistent with said sections 6 and 7 until all of its terms are satisfied regardless of any change in City administration or bargaining representation unless specifically modified by written, mutual consent of the parties hereto. The contents of said sections 6 and 7 shall be incorporated into successor Collective Bargaining Agreements until all its terms and conditions are satisfied.

For the City

Date

For the Union

14 12 19

LETTER OF UNDERSTANDING

It is hereby understood and agreed between the City of Ann Arbor and Local 1733, I.A.F.F., that employees who transferred to the Fire Department from another City department before the current language appearing in Article 13, Section e. was adopted into the 1983-86 agreement shall continue to have their pay increments calculated on the basis of their full City seniority.

For the City

Date

For the Union

Date

LETTER OF UNDERSTANDING

The City and the Union agree that the use of tobacco is detrimental to the health of the user and nonusers in close proximity. The City and the Union also agree that the primary detriment is to the heart and lungs of the user and the nonuser in close proximity.

In an effort to end the use of tobacco products in the Ann Arbor Fire Department, the City and the Union agree to join together as partners against such use.

The City agrees to make programs available to Fire Department employees to assist them in quitting the use of tobacco products.

The Union agrees to aid and encourage members of the Union in their efforts to quit.

Together, the City and the Union can bring about a smoke free workplace.

For the Oity

Dato

For the Union

Date

TO: Wesley Prater, President

Local 1733, I.A.F.F.

FROM: Godfrey W. Collins, City Administrator

City of Ann Arbor

SUBJECT: PARKING FACILITIES

This will confirm the existing agreement between the City and Local 1733 that the City shall provide parking for Fire Department employees stationed at the central station in the basement parking area. Four parking spaces will continue to be assigned to City department heads but will not be reassigned to others upon their resignation or retirement. Only one of these four spaces, the one in the far northwest corner, is to be used on an overnight basis.

GWC/m

MEMORANDUM OF UNDERSTANDING Gender Neutral Language

This will confirm that the undersigned representatives of the City and the Union have undertaken the task of going through the Collective Bargaining Agreement and the Fire Department Rules and Regulations and eliminating all references to employees in other than a gender-neutral manner.

It is hereby understood and agreed that no change in language as a result of this process shall be held to have changed the meaning of the language as it existed before such languages were made.

Richard Parker, City of Ann Arbor

Mike Vogel, Ann Arbor

Firefighters /

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. The parties agree that the execution of the bargaining agreement for the years 1995-1998 is without impact, precedent, or effect upon current grievances.

CITY OF ANN ARBOR:

Ingrid Sheldon, Mayor

Winifred Northcross, City Clerk

Neal G. Berlin, City Administrator

12.6.86

Approved as to Form:

Abigail Elias, City Attorney

INTERNATIONAL FIRE FIGHTERS ASSO-CIATION:

Mike Vogel, Union President

Jack Germain, Chief Steward

Treasurer

Trivetee

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WORK RULES

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RULES AND REGULATIONS

FIRE DEPARTMENT

City of Ann Arbor, MI

Chapter 4, Section 1:58 of the Ordinance Code of the City of Ann Arbor, Michigan reads as follows:

Department Rules.

The Fire Chief shall adopt rules and regulations for the government of the Department subject to the approval of the City Administrator, which shall be entered in a book of Fire Department Rules. Such Rules may be changed and repealed by the Fire Chief upon notice to and approval by the City Administrator in accordance with State Collective Bargaining Laws.

ARTICLE I.

CHAIN OF COMMAND*

Officer As used in the rules shall include and apply to any and every employee who has regular and permanent control of other employees and supervision of their work.

<u>Line Officer</u> Officer in charge of Fire Fighting duties. Platoon Personnel shall be directed by line officers only.

<u>Line Officer Division</u> Chain of Command shall be as follows: In order of descending rank, Chief, Assistant Chief, Battalion Chief, Captain, Lieutenant, Sergeant.

<u>Fire Prevention Division</u> In order of descending rank, Fire Marshal, Deputy Fire Marshal, Inspector.

Mechanic Division In order of descending rank, Master Mechanic, Assistant Mechanic.

*(Note: Change from One Division to another shall have to comply with promotion procedure).

ARTICLE II.

PURPOSE AND ENACTMENT OF RULES AND REGULATIONS

- A. <u>Purpose.</u> The rules herein contained are established in order that all fire personnel may be informed of their duties and responsibilities; that a logical progression of authority be established; and that efficient fire prevention inspection service be maintained.
- B. <u>Conduct</u>. Efficient performance of duties, obedience to superior officers, courtesy to fellow employees, and all due consideration of the public are to characterize the conduct of every member of the Fire Department while on duty.
- C. <u>Former Rules Revoked</u>. All former rules and regulations and all orders in conflict with the following rules, are hereby repealed and revoked. All Department personnel shall familiarize them- selves with these rules and regulations. These rules shall be utilized for the operation, government, and enforcement of discipline within the Department.

ARTICLE III.

PERSONNEL REQUIREMENTS

- A. <u>Probationary Status.</u> All members of the Department shall be appointed first as probationary employees. No person shall be appointed as a regular employee until satisfactorily completing a probationary period.
- B. Residence Requirements.
 - (1) Any Person hereafter becoming a member of the Department, except the Chief, shall, prior to becoming a regular member thereof, establish residency within a twenty-five mile radius of the City limits of Ann Arbor.
 - (2) All regular members of the Department living within or outside the corporate City limits shall, upon moving, comply with the requirements set forth in paragraph (1) above.

ARTICLE IV.

ASSISTANT CHIEFS

- A. Shall respond to all alarms of fire as prescribed by the Chief of the Department, and shall be in command until the arrival of the Chief and at that time shall work directly with the Chief performing such duties as may be required.
- B. Shall have command of the Department in the absence of the Chief, exercising the powers of the Chief.

- C. Shall be responsible for maintaining at Departmental Headquarters complete fire records.
- D. Shall perform such other duties as the Chief of the Department may prescribe.

ARTICLE V.

BATTALION CHIEFS

<u>Characteristics of the Class.</u> Under direction, has command of all fire stations and its equipment in the absence of a superior officer; supervises all personnel; and does related work as required.

Example of Duties. Directs the maintenance of stations and equipment and assumes complete charge of the companies en route to alarms and at scene of fires until the arrival of a superior officer; responds to all fire alarms as directed; directs personnel in extinguishing fires and saving lives and property; directs salvage activities; supervises and trains personnel; inspect and provides for the proper maintenance and cleaning of all equipment; supervises in assembling and replacing of equipment on fire apparatus in such a manner that they will be ready for immediate use; inspects personnel; maintains discipline; transmits orders and information to personnel; prepares records and reports regarding personnel, fires, alarms, supplies, and other matters pertaining to the Department.

Battalion Chief shall be in charge of and responsible for the training of all personnel in the Department and shall:

- (1) Schedule training as provided in the Training Manual and require strict conformity to the methods therein set forth.
- (2) Supervise the instruction of all fire fighting and related subjects.
- (3) Personally conduct monthly classes of instruction with each company or more often as may be deemed necessary.
- (4) Hold drill sessions requiring each company to perform such evolutions as shall demonstrate proper training, said drill sessions to be held monthly, or more often as may be deemed necessary.
- (5) Submit on or before the second Monday of each month a report giving full details of all training and instruction work done during the preceding month.

ARTICLE VI.

CAPTAINS

- A. The rank of Captain shall be next in line to that of Battalion Chief.
- B. They shall respond to all alarms of fire as prescribed by the Chief of the Department and shall be in command until the arrival of the Chief and at that time shall work directly with the Chief performing duties as may be required.
- C. Responsibilities shall include:
 - (1) Discipline of all personnel under their command.
 - (2) Housekeeping Supervisor.
 - (3) Supervision of maintenance of apparatus.
 - (4) Supervision of maintenance of grounds, walks, and scales.
 - (5) Conduct training sessions, evaluations, and classroom work, as scheduled by the Assistant Chief.
 - (6) Calling the roll.
 - (7) Maintenance of all logs, rolls, and records required herein.
- D. During times of emergency, it shall be the duty of the Captains to be with his units.
- E. They shall perform such other duties as the Chief of the Department or his Assistants may prescribe.

ARTICLE VII.

LIEUTENANTS

- A. The rank of Lieutenant is next in line to that of Captain.
- B. The ranking Lieutenant shall have charge in the absence of the Captain of the Unit to which assigned. No change in the regular routine shall be made during the Captain's absence.
- C. They shall respond to all alarms in their district while on duty or when called to duty. Lieutenants who are the first to arrive at a fire, shall be in command until the arrival of a superior officer and at that time they shall work directly with their unit.
- D. The Lieutenants shall assist, supervise, and execute the orders of the shift Captain related to the operation of the station to which assigned

and shall perform such other duties as may from time to time be prescribed by their superior officers.

- E. During times of emergency, it shall be the duty of the Lieutenants to be with their Units.
- F. They shall perform such other duties as the Chief of the Department or Assistants may prescribe.

ARTICLE VIII.

FIRE TRAINING OFFICER/BATTALION CHIEF

NATURE OF WORK

This is responsible training and administrative work.

Work involves developing, coordinating and conducting training programs in the Fire Department along with the preparation and maintenance of training records and reports. May perform work on an emergency incident scene as outlined in the Ann Arbor Fire Department Incident Command System. Work is directed by the Fire Chief or designate. Supervision is exercised over all fire fighting personnel up to and including the Assistant Chief during training instruction.

EXAMPLES OF WORK PERFORMED

Prepares training curricula for department personnel; assembles course materials and provides training and lectures on various phases of fire fighting as directed by the Fire Chief or designate;

Prepares in-service training program curricula for department personnel; assembles course materials and provides training and lectures on various phases of fire fighting as directed by the Fire Chief or designate;

Prepares training manuals, training memoranda and other forms of documentation;

Prepares and recommends survey instruments for determining department training needs and develops training plans to meet those needs;

Prepares periodic reports on training program progress and recommends changes in the curricula;

Arranges for instructors and guest lecturers to provide stabilized training. Performs other related work as required.

REQUIRED EDUCATION AND EXPERIENCE

Current officer or on the Lieutenant's eligibility list; Associates Degree in Fire Science or equivalent degree field; Fire Officer II certification and

certification as a Fire Training Instructor as issued by the State of Michigan Fire Fighter Training Council.

<u>QUALIFICATIONS</u>: Current Officer or on the Lieutenant's eligibility list; Associate Degree in Fire Science or equivalent degree field; Fire Officer II certification; and certification as a Fire Training Instructor as issued by the State of Michigan Fire Fighter training Council.

ARTICLE IX.

FIRE MARSHAL

- A. The Fire Marshal shall be responsible for:
 - (1) The Prevention of fires.
 - (2) The storage and use of explosives and flammables.
 - (3) The maintenance of fire alarm systems, both automatic and private, and all fire extinguishing equipment.
 - (4) The maintenance and use of fire escapes.
 - (5) The maintenance of fire protection and the elimination of fire hazards in all buildings and structures.
 - (6) The maintenance and adequacy of fire exits from factories, schools, hotels, asylums, hospitals, churches, halls, theaters, and all other places where a number of persons work or congregate for any purpose.
 - (7) The coordination of departmental activities, with the Department of Building and Safety Engineering.
- B. The Fire Marshal shall also perform the following duties:
 - (1) Supervise the Fire Prevention Division.
 - (2) Investigate the origin, cause and circumstances of all fires.
 - (3) Issue all orders necessary for the enforcement of State laws and City ordinances.
 - (4) Require and supervise from time to time fire drills in all schools and educational institutions as required by law.
 - (5) Issue such permits as may be required by law.
 - (6) Perform all other duties as may be delegated.
 - (7) Keep all records provided for herein.

- (8) Supervise Fire Inspectors.
- (9) Review blueprints in new construction for fire hazards.

ARTICLE X.

DEPUTY FIRE MARSHAL

Characteristics of the Class. In the absence of the Fire Marshal, supervises the Fire Prevention Bureau; inspects commercial, industrial and other buildings for fire hazards, efficiency of fire protective equipment; adequacy of fire escapes and fire exits in general compliance with fire prevention laws; instructs owners in the removal of fire hazards; submits reports of violations of the laws, ordinances, and establishes safety standards to the Fire Chief; inspects the installation and maintenance of automatic and other private fire alarms, systems, and fire extinguishing equipment and storage of explosives and other hazardous materials; investigates causes of fires seeking evidence of arson or fire law violations; prepares regular and special reports on inspections; instructs departmental personnel and citizens in fire prevention methods; attends places of assembly to enforce fire safety regulations; responds to fire alarms; notifies officer in charge of any unusual fire hazards in or near burning buildings; serves as fire fighter as required.

<u>Training and Experience</u>. Graduation from High School supplemented by college level courses in chemistry and physics, at least five (5) years of experience above level of fire fighter, or an equivalent combination of experience and training.

Knowledge, Skill and Personal Qualities. Considerable knowledge of modern fire fighting principles, practices and procedures; knowledge of the fire hazards involved in various types of construction and in the storage of flammables and explosives; considerable knowledge of fire prevention inspection methods and techniques; thorough knowledge of laws, ordinances pertaining to fire protection; ability to enforce laws and regulations courteously but firmly; ability to express ideas clearly and concisely orally or in writing; ability to recognize fire hazards and to make practical recommendations for their correction; ability to establish and maintain effective working relationships with departmental personnel, other city employees and the general public; ability to prepare technical reports; supervisory ability; must pass a rigid physical examination.

ARTICLE XI.

INSPECTORS

- A. Shall assist the Fire Marshal in carrying out the duties of the Fire Prevention Division.
- B. Shall perform all other duties as may be delegated from time to time by the Fire Marshal.

ARTICLE XII.

SENIOR AUTO MECHANIC

- A. The Senior Auto Mechanic Shall:
 - Be responsible for the maintenance of all tools, machinery, and equipment relative to this position.
 - (2) Keep adequate records concerning repair and maintenance of apparatus and equipment.
 - (3) Test all motor equipment at least once a year.
 - (4) Respond to all extra alarm fires in order to assist operators in keeping apparatus in top running condition.

ARTICLE XIII.

ASSISTANT AUTO MECHANIC

Examples of Duties. Under general direction of the Senior Auto Mechanic and/or Officer in Charge perform repairs and maintenance to apparatus, equipment and buildings.

<u>Desirable Qualifications.</u> Graduate from High School with some knowledge and experience in auto mechanics and considerable knowledge of tools.

Knowledge, Skill, and Personal Qualifications. Ability to understand and follow oral or written instructions; ability to make out reports; ability to drive and operate all equipment; ability to instruct and oversee the operations of apparatus and equipment; perform any duties as prescribed by the Chief or the Assistant Chief.

ARTICLE XIV.

DISPATCHER

- A. The Dispatcher Shall:
 - (1) Attend the Station telephone and radios.
 - (2) Receive all fire alarms; noting all alarms received in the Fire Department log; noting the time each alarm is received; the location of such alarm; the time the apparatus arrives at the scene, and the time it returns to the station, and all other information necessary for the record.
 - (3) Dispatch all apparatus as required by routine assignment or as commanded by superior officers. In no case shall apparatus be

dispatched unless the location is determined by street number and/or nearest intersection.

B. <u>Characteristics of the Class.</u> Under general direction, operates telephone switchboard and radio transmitter.

Examples of Duties. Handles all incoming telephone calls, both business and emergency. Transfer traffic to other stations. Answers radio traffic and handle transmission when necessary. Enter all pertinent information into daily log.

<u>Desirable Minimum Qualifications.</u> Training and Experience - Graduation from High School; or an equivalent combination of training and experience.

Knowledge, Skill and Personal Qualities. Ability to understand and follow oral and written instructions; ability to understand and operate modern telephone switchboard and radio transmitter; ability to speak distinctly and pleasantly; ability to maintain a calm composure in emergency situations; ability to learn the various areas of the City's fire stations, and ability to write clearly and legibly in longhand.

ARTICLE XV.

DRIVER/OPERATOR

An experienced fire fighter responsible for all duties of a regular fire fighter with a regular duty assignment as driver of apparatus.

The Driver/Operator Shall:

- A. Be responsible for the safe and efficient operation of the apparatus.
- B. Be responsible for and skilled in the operation of the apparatus, tools, equipment and appliances that are assigned to and carried on the vehicle being driven/operated.
- C. Confirm that all such tools, equipment and appliances are on the vehicle in operating condition with all accessories in a clean, well maintained condition.
- D. Report any unusual conditions regarding the assigned vehicle, tools, equipment or appliances to the Officer in Charge and to the relieving Driver Operator.
- E. Be responsible for cleaning and polishing the vehicle beyond the normal unit-type washing. This shall include, but not be limited to, the cleaning of the cab and compartments, the polishing of glass and bright metal and maintaining the paint on the diamond plate.

- F. Be responsible for the Daily Check as outlined by the Apparatus Supervisor and maintaining the required records.
- G. Shall assist the Apparatus Division with preventive maintenance and testing procedures.
- H. NFPA #1002 specifies the professional levels and standards of the Driver/Operator classification.

Required Knowledge, Skills and Abilities. Reasonable knowledge of fire fighting practices and skills; reasonable knowledge of apparatus and pumper operation; working knowledge of hydraulics; some knowledge of mechanics, to recognize the need for preventive maintenance; reasonable knowledge of motor vehicle code; ability to write clear and accurate basic reports and records. Considerable skill in driving and maneuvering fire rig in a safe and careful manner. Dependability in carrying out work assignments. Ability to work constructively with others. Familiarity with community. Positive attitudes toward work situation and toward cooperative work with other employees.

ARTICLE XVI.

FIRE DUTY

- A. Under no circumstances shall any company or apparatus leave its quarters to respond to an alarm until correct location is assured, or sufficient information is secured to locate the fire without delay.
- B. All Personnel answering a fire call should be at proper stations on the apparatus before the vehicle gets under way.
- C. Drivers of apparatus shall approach all intersections with due care. Good judgment shall be used at all times. Apparatus returning from a fire shall observe all traffic regulations.
- D. Upon arriving at the scene of an emergency incident, the Commanding Officer shall immediately, before alighting from the apparatus, radio the dispatcher and report arrival at the scene of the incident. A short report or size-up shall be transmitted as appropriate per the incident.
- E. Officers in charge of a company responding to a second alarm at a fire shall report to the Officer In Command of the fire upon arrival.
- F. While at a fire, excessive noise, swearing, and boisterous conduct shall be avoided.
- G. No smoking will be allowed while going to, at, or returning from the scene of a fire, or a fire call. Smoking may be permitted with the Unit Officers' consent at a designated location only.
- H. Upon return of apparatus from a fire, every member of the Department shall immediately assist in making ready for another call. All trucks shall be re-serviced and reloaded.

- I. The Officers and members working at a fire at the changing hour shall not be relieved except by specific orders of the Officer in Command of the fire.
- J. Department vehicles shall be cleaned on a daily basis between 0830 and 0930 hours. It is recognized that the cleaning techniques shall of necessity vary between dusting and full washing depending on the condition of the apparatus. It is further recognized that extreme weather or other use conditions may require cleaning measures to be taken at other times during the shift tour of duty though no mandatory cleaning shall be required after 1700 hours.

ARTICLE XVII.

UNIFORM STANDARDS

- A. In reporting for duty or when returning home after duty, members of the Department may wear clothing of personal choice.
- B. Roll call will be stood in the uniform of the day: For 50.4 hour employees, except Battalion Chiefs, the uniform of the day shall be fatigues as listed below:
 - (1) Black uniform style shoes (round toe oxfords); or black boots (10" or 12" wellington style only). Shoes and boots shall be shined and of leather material construction.
 - (2) Socks: Black, white for medical reasons.
 - (3) Trousers: Fatigues with black uniform belt.
 - (4) Shirts: Fatigues.
 - (a) April 1--November 1: Optional long-sleeve or short-sleeves.
 - (b) November 1--April 1: Long sleeve.
 - (c) Il fatigue shirts shall be worn with badge, name tag, and AAFD patch. The AAFD patch shall be worn on the left sleeve 1" below the shoulder seam and centered on the sleeve.
 - (d) Specialty patches: One (1) specialty patch may be worn on the right sleeve 1" below the shoulder seam and centered on the sleeve.
 - (e) Sleeves can be rolled up no more than two (2) cuff widths.
 - (f) Fatigue shirts can be removed on work details with permission of the Officer-In-Charge if a blue "Ann Arbor

Fire Department" t-shirt is worn. Fatigue shirts shall be worn outside the station.

- (g) After 1800 hours, fatigue shirts can be removed in the station only if a blue "Ann Arbor Fire Department" t-shirt is worn. Fatigue shirts shall be worn outside the station.
- (h) The second button (immediately beneath the button that fastens the neck of the uniform shirt) of the fatigue shirt may be open at the wearer's option.
- (5) T-Shirts: white or navy blue "Ann Arbor Fire Department" short sleeve shirts.
- (6) Fatigue jackets: Must be Fire Department approved. Jackets shall be worn with badge and AAFD patch. AAFD patch shall be worn on the left sleeve 1" below the shoulder seam and centered on the sleeve.
- (7) Baseball Cap: Navy blue with white letters saying "ANN ARBOR FIRE DEPT." Cap may be worn on work details or on rescue calls where turnout gear is not required. (Cap shall be approved by the Fire Chief.)
- (8) Sweat Shirts: Blue "ANN ARBOR FIRE DEPT." Sweat shirts may be worn after 1800 hours.
- (9) Fire Department approved sweaters or vests may be worn. They may not be worn as the outer garment when outside the station.
- (10) Collar brass shall be worn by all eligible personnel on fatigue shirts. The brass shall be centered one-inch above the collar tip.
- (11) Uniform caps shall be worn with the dress uniform or when wearing a tie. Uniform caps and ties will not be worn with fatigue uniforms.
- C. A "MSFFU" or "IAFF" pin may be displayed on the right side collar point of the fatigue uniform at the employee's option. Members of the Department reporting for duty shall present a neat appearance in a clean uniform. All members shall be clean shaven when reporting for duty. Mustaches will be permitted as noted in the grooming code.
- D. Whenever away from assigned station, uniform of the day shall be worn in entirety.
- E. All personnel shall maintain a complete dress blue uniform that fits.
- F. Members of the Department appearing in public in dress uniform shall present a neat appearance and be clean shaven. They shall:

- (1) Have coats and shirts properly buttoned.
- (2) Have tie worn and tied in regulation knot.
- (3) Dress uniform shoes shall be black, round toe, smooth toe oxfords only. The shoes shall be shined.
- (4) Socks: Black.
- (5) AAFD patch shall be worn on the left sleeve of the dress blouse and dress shirt. If the dress blouse is worn, the badge and name tag shall be worn on the blouse, otherwise they are to be worn on the shirt.
- (6) Uniform cap shall be worn with dress uniform.
- (7) Nylon work coats will not be accepted as a part of the dress uniform.
- (8) Specialty patches will not be worn with the dress uniform.
- (9) Collar brass shall be worn by all eligible personnel on the dress blouse and on their dress shirt.
- G. Dispatchers uniform of the day shall be dress uniform with the following exceptions:
 - (1) Female dispatchers may wear dress slacks or uniform skirt.
 - (a) If skirt is worn, nylons shall be worn. Nylons shall be a neutral shade.
 - (b) If dress slacks are worn, nylons or black socks may be worn. Nylons shall be a neutral shade.
 - (c) Skirts shall not have a hem line above the knee.
 - (2) Shirts: Light Blue.
 - (a) November 1--April 1: Long Sleeve.
 - (b) April 1--November 1: Optional long sleeve or short sleeves.
 - (3) Ties will be worn with long sleeve shirts.
 - (a) Cross tie for female personnel.
 - (b) Regular tie for male personnel.
 - (4) Shoes are to be black round toe, smooth toe oxfords.

- (a) Female personnel may wear medium height plain black pumps. (No open toes)
- (b) Shoes shall be shined.
- (5) A Department approved sweater or sweater vest may be worn.
- (6) Fire fighters assigned to dispatch shall wear fatigue uniforms.
- H. Mechanics Division uniforms shall consist of:
 - (1) Master Mechanic:
 - (a) Dress uniform Same as Section F.
 - (b) Fatigue uniform Same as Section B. with the following exceptions:
 - (i) White work shirt.
 - (ii) Dark blue coveralls with blue "ANN ARBOR FIRE DEPT." t-shirt can be worn when appropriate.
- I. Collar brass shall be worn by all eligible personnel on fatigue shirts, dress shirts, and dress blouse. Brass should be worn centered and 1" above collar tip.
- J. Members of the Department under suspension shall not wear the uniform of the Department at any time until officially reinstated.
- K. Members of the Department on duty or off duty shall not use the uniform or any part thereof for the purpose of identifying themselves as members of the Department for personal use.
- L. All uniforms shall be in accordance with Department specifications contained herein in schedule A attached hereto and incorporated herein.
- M. A policy for the wearing of a golf style Fire Department shirt will be developed by the Fire Chief. The Union and the Chief will discuss and establish the policy prior to its implementation.

GROOMING CODE

- A. Standards for the amount of hair to be worn on the head or face are limited because of safety reasons. All personnel will be clean shaven when reporting for duty. Mustaches will be permitted provided they extend no more than 1/2" below the corner of the mouth.
- B. Personal appearances of Department personnel shall reflect cleanliness about their persons and uniforms.

SCHEDULE A

UNIFORM SPECIFICATIONS

BRASS:

Shall be as provided and issued by Fire Administration. No other brass or insignia is approved and shall not be worn on any part of the uniform.

PATCH:

Shall be as provided and issued by Fire Administration. Shall be aligned with the bottom or point toward the cuff. No other patch or insignia shall be worn on any part of the Departmental uniform unless approved by Fire Administration.

NAME BAR:

Shall be worn over the <u>right</u> side shirt pocket directly above the pocket seam. Name bars will be provided by the Department.

The Uniform shall consist of:

Lion Shirt, Fatigue: (65/35 Polycotton)

Platoon Personnel: --Long Sleeve #1230 Midnight Blue

--Short Sleeve #1530 Midnight Blue

Sgt., Lt., Insp., --Long Sleeve #1240 Medium Blue

Dispatch --Short Sleeve #1540 Medium Blue

Elbeco Shirt

Chief Officers: --Long Sleeve #310-3 White (100% Polyester)

--Short Sleeve #3310-3 White

Captains: --Long Sleeve #311-3 Grey

--Short Sleeve #3311-3 Grey

Pants

Platoon Personnel

Dispatchers: --Lion #130 Midnight Blue

Captains, Insp., --Horace Small Walking

Chief Officers: Tall #9949 Midnight Blue

(Uniform Specifications - Sched. A - con'd)

Fatique Jacket/Parka

- --Lion Jacket and Liner #3432
- --Lion 3 Way Parka #1140 With Liner

Sweaters:

- a) San Francisco Knitting Mills; V-Neck/Cardigan 100% Acrylic, Color: Navy Blue, Stock #5700/#5000 or 5005. Sweaters of this style shall display "Ann Arbor Fire Department" over the left chest area stitched or embroidered in a white thread.
- b) Brigade Quartermaster; Woolly-Pully; 100% Pure New Wool; with Badge Tab and Epaulets. Color: Navy Blue, Stock #RN55037. Sweaters of this style shall display the Department Patch on the left sleeve per the standard. Ann Arbor Fire Department badge shall also be displayed on the left chest on the sweater badge tab.

Coat/Jacket: Fechheimer "Windchamp" Windbreaker

Color: Navy Blue, Stock #43150

Description: Waist-length, Summer Weight

Dress Coat

For Non-Platoon Personnel Only

Footwear: Round-toe Wellington Boot

Employees wearing "pointed-toe Wellington Boots as of December 3, 1989 shall have until December 3, 1990 to conform to the above standard or to another footwear standard with the "Uniform Standard."

Headwear: Navy Blue Knit Watch Cap

Belt: Black Plain Leather, 1-1/2" Silver Buckle

- (1) Buckheimer #02931
- (2) Lion #8470
- (3) Jay Pee #13ss

MISCELLANEOUS:

Trooper Cap, Navy Blue, Dynell/Fur (Alboum Hat Company)

Belt*, Garrison Plain #02931
(Silver Buckle)

(Uniform Specifications - Sched. A - con'd)

Belt*, Garrison Basket Weave #02931 (Gold Buckle) Chief Officers

*J. M. Buckheimer Company - 1 1/2" Leather

Chief Officers may wear buckles as approved by the Fire Chief.

Protector style short jacket shall be worn with a tie and cap.

3 1/2" - 4" folding knife on belt in black leather or nylon sheath.

EMT holsters may be worn and of black leather or nylon construction as approved by the Fire Chief. The employee may wear one only.

Navy blue suspenders may be worn, style and width as approved by the Fire Chief.

Navy blue or white long underwear. Long sleeve style shall be covered by shirt sleeves. Short sleeve style may be worn at employee's option.

UNIFORM APPEARANCE:

Personnel will be subject to a uniform inspection by their Battalion Chief. The Battalion Chief will condemn those uniforms that do not meet this standard; that are faded or off color; that are ripped or torn; that are improperly repaired; that have worn or frayed stitching, cuffs, or seams that are otherwise damaged and not appropriate to repair.

PHYSICAL FITNESS ACTIVITIES:

Personnel performing physical fitness activities shall dress as noted:

- In fatigue uniform of the day;
- 2) In fatigue pants and approved* "ANN ARBOR FIRE DEPT." t-shirt or sweatshirt; OR
- 3) In approved* "ANN ARBOR FIRE DEPT." navy blue sweatshirt/pants; OR
- 4) In approved* t-shirt and "ANN ARBOR FIRE DEPT." navy blue gym trunks.
- 5) Personnel may wear gym shoes during the exercise period.
- *Approved means approved by the Fire Chief.

ADDITIONAL UNIFORM STANDARDS:

 Specialty Tee Shirts: Any new specialty Tee Shirts, other than current High Angle Team Shirts, shall be previously approved navy blue, "ANN ARBOR FIRE DEPT" on back, with specialty logo on left front of shirt, as approved by fire administration.

- Jumpsuit: Reference Uniform supplement July 1991 article 7, change to lyon, poly-cotton, midnight blue.
- Examination glove pouch; reference Uniform Specifications (Schedule A) page 17, EMT holsters, "or examination glove pouch" may be worn.
- 4. Back support belt: A back support belt may be worn on duty. Example: Model Gall #P1020-D 5"
- 5. Navy blue turtle neck shirts, AAFD, embroidered on the neck. Example: El Beco 50/50 To be worn seasonally, from November 1 to April 1.
- 6. Commemorative 20 year belt buckles. May be worn by personnel with at least 20 yrs. of City service.
- 7. Felt/wool blend baseball style hat. Navy blue, AAFD in white embroidered lettering, Example: New Era (Made in USA)
- 8. Navy blue sweatshirts for on duty wear shall have collars, pockets, and elbow patches. Examples: The Job Shirt, (20 oz. 90% cotton). Department patch shall go on the left breast. Other Department approved sweatshirts may be worn after 1800 hrs, weekends and holidays.
- If athletic footwear is worn it shall consist of an all black (no exceptions), round toe, athletic shoe. All laces and trim shall be black

If there is a uniform sizing problem, reasonable accommodation shall be made by the Fire Chief toward the goal of an appropriate fitting uniform.

A nine month year-out period is permitted from the date of the agreement on the uniform standard. However, all personnel will be issued department patches and shall display them on uniform garments within fourteen (14) days of the agreement on the uniform standard.

One (1) representative from the Union will be involved with the vendor selection process.

A three person committee will act as an Appeals Board in the event a dispute arises concerning uniform appearance as noted in Schedule A, Page #16 of the draft uniform standard proposal. Representation shall be the Fire Chief and two members of the Union, one (1) Officer and one (1) Non-Officer.

Any changes in the dress uniform will be effective in budget year 1989-90, or as agreed upon.

ARTICLE XVIII

INSPECTION

- A. All members at some time will be detailed to perform inspection duty. Such duty shall consist of inspecting residences, stores, factories, schools, churches, and other premises to discover fire hazards, observe storage practices, and to determine the degree of fire safety.
- B. Inspectors shall keep the dispatcher informed of their exact location at all times so that in the event of a fire call they can immediately be dispatched to the scene of the fire.
- C. Inspection assignments will be rotated throughout the Department so that everyone will have ample opportunity to familiarize themselves with buildings, and the existing hazards existing herein.

ARTICLE XIX

EXCHANGE OF WORK DAYS

Members may exchange work days within the Department under the following conditions:

- (1) All requests to exchange work days shall be in writing using the Fire Department Trade Request Form.
- (2) Requests must be filed with the Commanding Officer of the Member's Platoon prior to the traded work day involved.
- (3) All requests to exchange work days shall be approved by the Chief of the Department.
- (4) Any member of the Department wishing to make a trade with another member must fill out trade card 1-10 and submit to the member's Commanding Officer for approval.

ARTICLE XX

GENERAL ORDERS

- A. Members of the Department shall not receive any fee or reward for service rendered as a fire fighter without special permission of the Chief of the Department.
- B. All members of the Department wishing to resign shall submit their resignation in writing to the Chief of the Department and shall give at least fourteen (14) days notice thereof, stating therein the reason for such action and the time he/she desires the resignation to take effect.
- C. Members of the Department upon resignation or dismissal shall promptly surrender to the commanding officer of their company all of property in

their possession belonging to the Department. Department members shall receive their helmets as a token of appreciation from the Fire Chief.

- D. No member of the Department, other than the Chief, shall under any circumstances make any purchase or incur any liability in the name of the Ann Arbor Fire Department or the City of Ann Arbor unless by permission of the Chief.
- E. Departmental property must not be loaned, sold or given away without administrative approval (Chief or City Administrator). All property and equipment, gasoline, gas electricity, etc. must be carefully protected from waste or abuse at all times.
- F. All members of the Department shall have telephone service in their homes.
- G. Members of the Department shall notify the Commanding Officer when any change in residence or phone is made.
- H. Private property of any kind shall not be brought to the fire station for repair, except by permission of the Commanding Officer.
- I. All official communications received at company headquarters shall be related to the members of the company by the Commanding Officer who shall file it in file books accessible to the members of the Department.
- J. No member of the Department shall at any time during or after a fire take anything from any building except in the performance of duty or by permission of the Chief or Command Officer.
- K. It shall be the duty of every member of the Department to promptly report to the Commanding Officer of the member's Company any information the member may have as to obstruction on streets, defective pavement, dangerous buildings, leaking hydrants or any other hazardous condition.
- L. Members of the Department shall make themselves thoroughly acquainted with the location of permanent buildings, streets and hydrants, and fire alarm boxes (if any) in the district to which they are assigned and throughout the city. Maps will be provided by the City.
- M. Personnel on leave are subject to call in cases of emergency. In the event of recall for extra duty and in order to qualify for compensatory time or wages, all members shall complete the <u>Fire Department Extra Duty Form</u>. Such form requires the date of such extra duty, the number of hours worked and the reasons for the recall. The report must be signed by the member and the Commanding Officer.

ARTICLE XXI

STATION DUTIES

- A. Stations with two (2) or more companies are to have a house officer (ranking command officer) on the floor; all other officers are to direct and participate in all prescribed station duties.
- B. Where there is only one (1) Company Officer at a Station, such officer is to direct and participate in all prescribed station duties.
- C. All platoon personnel are to participate in dispatch duties and kitchen duties.

SCHEDULE "A"

- (1) Dress when reporting or leaving duty may be of personal choice.
- (2) Roll call will be stood in the uniform of the day; i.e., Fatigues.
- (3) You are considered relieved when your relief has the uniform of the day on.
- (4) All personnel will maintain at their assigned station a complete dress blue uniform that fits.
- (5) The uniform cap will be worn:
 - A. With dress blues.
 - B. With Fatigues and Tie.

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