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1/22/94

Agreement Between
THE CITY OF LANSING
and
LOCAL NO. 421
of the
**INTERNATIONAL
ASSOCIATION OF
FIRE FIGHTERS
(AFL-CIO)**

Lansing, City of

January 15, 1993-January 22, 1994



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AGREEMENT

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

ARTICLE 1

RECOGNITION OF THE UNION

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

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited only by the provisions of this Agreement. Without limiting the generality of the foregoing, the City retains the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force; (f) to hire, assign and lay off employees (in inverse order of seniority); (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications after

discussion with the Union; (i) to determine lunch, rest periods, cleanup time, the starting and the quitting time; (j) to discipline and discharge employees for just cause; (k) to adopt, revise and enforce reasonable working rules after discussion with Union; (l) to transfer, promote and demote employees from one classification or shift to another within the fire department after discussion with the Union; (m) to select employees for promotion or transfer and to determine the qualifications and competency of employees.

ARTICLE 3

STRIKES

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

ARTICLE 4

UNION SECURITY

SECTION 1. Union Membership Dues or Collective Bargaining Service Fees. It shall be a continuing condition of employment that all employees covered by this Agreement shall become and remain members of the Union in good standing to the extent of paying the uniform dues, fees and assessment or shall be required in the alternative to pay an agency or service fee proportional to the Union's collective bargaining costs including costs of collective bargaining and contract administration, the amount of which fee the Union shall certify to the City. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

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

The City shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or collective bargaining service fees. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each,

herself of the Employee Assistance Program more frequently than provided in this subsection.

VIII. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

IX. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

A. The policies set forth in this Policy Guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired.

B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

X. UNION HELD HARMLESS:

This drug testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations, costs, and attorney's fees arising out of the provisions and/or application of this Agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program.

ARTICLE 38

TERM OF THIS AGREEMENT

This Agreement shall become effective January 15, 1993, and shall continue in full force and effect until 11:59 p.m., January 22, 1994, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

_____ This space reserved for additional information when required.

Employee's Signature

Street Address

City and State

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

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

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

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

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

ARTICLE 5

UNION BARGAINING COMMITTEE

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

SECTION 2. Time Off For Bargaining. City employee members of the Union bargaining committee will be paid for the time spent in contract negotiations with the City, mediation sessions scheduled by the Michigan Employment Relations Commission and Act 312 arbitration hearings scheduled pursuant to Act 312 of the Public Acts of 1969. In addition, subject to the limitations hereinafter set forth, City employee members of the Union bargaining committee will be paid for time spent in preparation for contract negotiations, mediation sessions and Act 312 arbitration hearings, including one hour (1) prior to and one (1) hour after the same but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. If such preparation occurs within a fire station of the City of Lansing and such City employee members of the Union bargaining committee are on active duty status, there shall be no limit on the number of such preparation sessions held. If such preparation occurs elsewhere, the Union bargaining committee shall get a total of four (4), twelve (12) hour days per contract for such purposes. The foregoing must be used in increments of not less than four (4) hours nor more than twelve (12) hours. In addition, such time shall be counted in the minimum staffing requirements of Article 28. To use additional time for such preparation elsewhere, City employee members of the Union bargaining committee must use exchange time or the Union leave time of Article 10. All time spent in contract negotiations, mediation, Act 312 arbitration hearings or preparation hereunder is subject to the prior approval of the Chief.

ARTICLE 6

PROBATIONARY PERIOD

When a new employee is hired in the unit, the employee shall be considered as a probationary employee for the first twelve (12) months of his/her continuous, regular, full-time employment. With regard to discipline and discharge, the Union shall represent probationary employees only through Step 3 of the grievance procedure, and shall not have the right to demand arbitration of a grievance challenging the discipline or discharge of a probationary employee. The Union shall represent probationary employees for all other purposes including, but not limited to, rates of pay, wages,

hours of employment, layoff, grievance arbitration and trial board procedures.

ARTICLE 7

SENIORITY

SECTION 1. Department Seniority. Seniority, as applied to Article 11, Section 6A Vacation Leave, shall mean the status attained by length of continuous service in the Fire Department.

SECTION 2. Seniority in Rank. Seniority, as applied to Article 8, Layoff and Recall, shall mean the status attained by length of continuous service in a particular rank.

SECTION 3. Seniority Dates for New Employees Hired on Same Date. When more than one (1) new employee(s) are hired on the same date, the order of placement on the seniority list shall be determined by chance in the presence of two persons, one representing the City and the other to be an official of the Union. Each employee shall then be assigned a phantom seniority date for promotions, division transfers, vacation selection and layoff.

ARTICLE 8

LAYOFF AND RECALL

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

SECTION 2. Order of Layoff:

A. No permanent or probationary employee shall be laid off from his/her position in the Fire Department while any temporary or provisional employees are serving in the same position class in that department.

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

SECTION 3. Demotion in Lieu of Layoff:

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

B. If there is no lower position in an employee's division, that employee who so requests shall in lieu of layoff be demoted or

reassigned through those classes in other divisions in which the employee previously held permanent status.

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

SECTION 5. Preferred Eligible Lists:

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

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted or reassigned unless removed as provided below. An employee who is laid off will have his/her name remain on the list for a period of time equal to the employee's seniority at the time of his/her layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted or reassigned in the Fire Department before any other persons are selected for employment or promotion in those ranks.

ARTICLE 9

LOSS OF SENIORITY

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

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

ARTICLE 10

LEAVES OF ABSENCE

SECTION 1. Forms. All leaves of absence for employees covered hereby, shall be approved by the Fire Chief.

SECTION 2. Military Leave. Employees who are inducted into the armed forces of the United States of America under the Selective Service Act of 1940 as amended, shall be entitled to a Military Leave of Absence without pay for the period of service required by such original period of induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing all requirements are adhered to according to Section 16, Chapter 16, of the 1955 Charter of the City of Lansing, Michigan.

SECTION 3. Military Reserve Leave. Employees who are members, with active status of an armed forces reserve unit shall at their request, be granted a Military Reserve Leave of Absence with pay (exclusive of overtime or premium pay), for such time as is required to engage in an annual reserve training program, but not to exceed fourteen (14) calendar days per year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employee's vacation leave. Requests to the Fire Chief for Military Reserve Leave of Absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an Armed Forces Reserve Unit must secure written permission from the Fire Chief.

SECTION 4. Personal Business Leave.

A. General. Employees may be granted a personal business leave of absence without pay in cases of need such as, but not limited to, settlement of an estate; serious illness or disability of an employee or member of his/her family; pregnancy or maternity; and temporary termination of work which will not adversely affect the operations for the Fire Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Fire Chief may require and shall be granted for periods not longer than ninety (90) days unless extensions are approved at the discretion of the Fire Chief. Retirement service credit will not accrue while on any unpaid personal leave of absence. The City may require the employee to use his/her vacation time prior to commencement of unpaid personal leave time.

B. Non-Duty Disability Leave. Disability, restricted duty, and/or absence from employment due to non-duty disability, including pregnancy or childbirth (including complications arising therefrom),

shall be subject to the following terms. A disabled employee, subject to the appropriate medical documentation, may request a leave of absence or restricted (light) duty within the Fire Department, as applicable. Requests for leave under these circumstances may be granted if the temporary leave of absence from work will not adversely affect the operations of the Fire Department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. No disability leave (including those due to pregnancy, childbirth, or related complications) shall be approved for periods exceeding one (1) year. Requests for restricted duty will be reviewed on a case by case basis, with the understanding that the department may reasonably determine the availability of restricted duty work and the employee's capability to perform available work.

C. Parental Leave. Employees who become parents through birth or adoption, subject to the appropriate documentation, may request a parental leave. Requests for such leave may be granted if the temporary termination of work will not adversely affect the operations of the Fire Department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. In any event, parental leaves will not be approved for periods exceeding one (1) year, nor shall they be approved to continue beyond one (1) year after the date of the applicable child's birth or adoption. Where more than one (1) City employee is eligible to apply for the leave benefits described in this article, and both are parents to the same child(ren) to be cared for during the requested leave, the employees are eligible to request parental leave during separate, not simultaneous, periods, subject to the overall one (1) year restrictions noted above.

D. Leave Benefits. An employee on either non-duty disability leave or parental leave shall be carried on the City's health and dental insurance policies for the initial ninety (90) days of such leave. If the employee seeks to have such benefits continued beyond the initial ninety (90) day period, the employee will be responsible for the cost of such coverage and will comply with the City's procedure for paying for the continuation of these benefits, or risk that the benefits will be discontinued until the next open enrollment period. All other benefits will be applied consistent with the City policies on unpaid leaves of absence.

E. Return From Leave. Upon return from a personal leave of absence, including a non-duty disability leave or parental leave or restricted (light) duty, an employee will: (1) return to the division in which he/she had been permanently assigned immediately prior to such leave (or restricted duty assignment), and at such location and on such schedule as the department determines most appropriate; (2) be reinstated to the rank in that division that he/she held immediately prior to said leave or assignment); and

(3) return with the same seniority credit for promotion that he/she had accrued in that division immediately prior to such leave (or assignment).

SECTION 5. Union Delegates Leave Time. The City agrees that the Union shall have a total of four hundred fifty six (456) hours per fiscal year, July 1 to June 30, of union delegate leave time for functions deemed necessary by the union president. In addition, the Union President shall not have requests for leave for union business unreasonably denied so long as such leave does not result in an overtime situation. In such circumstances, the President's leave time shall be deducted from the Union leave bank, or may be reason for denial of the requested leave if the leave bank is exhausted. Such leave time shall not be taken in increments of less than four (4) hours. The Union shall provide notice of such leave to the Fire Chief or his/her designee at least forty-eight (48) hours prior to taking the same. Except for participation in contract negotiations as provided in Article 5, there shall not be any additional paid leave for union officials outside of this Section 5.

SECTION 6. Special Union Leave.

A. Any member of the bargaining unit who is selected for or elected to a full-time union position shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years, without loss of seniority. This leave of absence shall be renewable.

B. Such employee shall be permitted to remain a member of the pension and group insurance plans by paying to the City an amount equal to both his/her and the City's contribution thereto.

C. No more than two members of the bargaining unit shall be permitted to leave under this section at the same time.

ARTICLE 11

VACATION LEAVE

SECTION 1. All full-time employees shall be entitled to vacation leave with pay as follows:

Fire Fighting Division:

(a) Beginning with the first of January following the date of hire employees with less than ten (10) years of service shall be credited with all vacation accrued during the prior calendar year at the rate of one-half (1/2) day per month.

(b) Personnel shall be credited with nine (9) vacation work days in January of the calendar year that they completed ten (10) years of service.

(c) Personnel shall be credited with twelve (12) vacation work days in January of the calendar year that they have completed fifteen (15) years of service.

Other Divisions:

(a) One (1) year of service but less than ten (10) years, ten (10) work days.

(b) Ten (10) years of service but less than fifteen (15) years, fifteen (15) work days.

(c) Fifteen (15) years of service or more, twenty (20) work days.

SECTION 2. Vacation leave credit shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay, with the exception of any employee who is temporarily off the payroll by reason of his/her position as a Union official and while on Union business, providing he/she is off the payroll less than one-half (1/2) of his/her otherwise scheduled hours for the month.

SECTION 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one (1) year of service, no accrued vacation leave will be allowed. An employee who has served over one (1) year shall be paid for any accrued vacation due on leaving the service of the City.

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

SECTION 5. January 1st shall be the beginning of the year for vacations. Vacation period selections shall be posted no later than December 1st for vacations to be taken the following year. All requests for six (6) work day vacation periods shall be submitted by January 10. Employees eligible for an additional three (3) work day vacation period shall submit their requests for the additional vacation time as soon as possible after January 10. All vacation requests are subject to the approval of the Fire Chief or his/her

representative. No more than one complete vacation leave may be taken during any calendar year, except that employees who are eligible for a fifteen (15) day vacation may split their vacation subject to the approval of the Fire Chief or his/her representative who is responsible for scheduling vacations.

SECTION 6.

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

B. The number of employees in the various ranks for any vacation period shall be limited to 11 employees per shift at any one time as follows:

- 1 Deputy Chief
- 2 Captains
- 2 Lieutenants
- 4 Engineers
- 2 Fire Fighters

C. If less than the maximum number of officer or Engineer choices are made, additional Captains, Lieutenants, Engineers or Fire Fighters, in that order, will be eligible up to a total of twenty-two (22) employees per vacation period.

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

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

SECTION 7. No employee may take more than one complete yearly amount of vacation time in a calendar year; provided, that the Fire Chief may grant extensions to use vacation days from the previous calendar year until January 31 of the following year, if scheduled and approved no later than December 28 of the year they were to be used.

SECTION 8. Vacation payout at retirement for all members of the bargaining unit shall be as follows:

(A) Employees shall receive 12 days, either in a cash settlement or in vacation time, these days having been earned during the previous year.

(B) Employees shall also receive a cash payout of one day per month for each month worked during the calendar year of retirement.

(C) Where the City can verify by its records that an employee received a full vacation during the first calendar year of service,

the employee shall not be entitled to the 12-day optional cash or time payout at retirement as provided for above in Section 8 (a).

SECTION 9. Vacation payout at retirement for all members of the bargaining unit who work a forty (40) hour a week schedule shall be as follows:

(A) Employees shall receive 20 days, either in a cash settlement or in vacation time, these days having been earned during the previous year.

(B) Employees shall receive a cash payout of 1.67 days per month for each month worked during the calendar year of retirement not to exceed twenty (20) days.

(C) Where the City can verify by its records that an employee received a full vacation during the first calendar year of service, the employee shall not be entitled to the optional cash or time payout at retirement as provided for above in Section 9 (a).

ARTICLE 12

WORK WEEK

SECTION 1.

A. The average work week for the Fire Fighting Division will be fifty-four (54) hours. Scheduling will reflect the 54-hour average work week. The schedule shall provide one additional 24-hour day off during each 84-day cycle. Any change in the existing 2-platoon system shall be negotiated to the mutual agreement of both parties to this agreement. The parties agree that employees shall no longer be eligible for overtime under Act 604 (MCLA 408.384a) under the above schedule.

The Union, its successors and assignees, agree that in the event of litigation based upon the overtime provisions of Act 604, the Union, its successors and assigns, will co-defend and will indemnify and hold harmless the City, its agents and employees, for any monetary liability, and/or costs arising out of such litigation. In the event that the final outcome of such litigation subjects the City to Act 604 liability, the Union and the City agree that this schedule shall be suspended and a 56-hour workweek shall be implemented.

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

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

The work schedule for Fire Department Dispatchers shall be as follows until or unless circumstances dictate the need for amendment which shall be accomplished by mutual agreement of the parties. It is agreed by the parties that no scheduled overtime for dispatchers shall be authorized or permitted. It is further agreed, that certain dispatcher personnel may earn and receive compensatory time-off in lieu of paid overtime, when unusual absences as determined by the Fire Chief, require minimal and unscheduled short duration overtime work on their part. It is further agreed between the parties, that notwithstanding any other language or intent of this Agreement, during emergency situations only, and as authorized or ordered by the Fire Chief, emergency overtime work rendered under such limited conditions shall be paid for at one and one-half times the straight time hourly rate (annual salary divided by 2088 hours), when a Dispatcher on a scheduled eight-hour day works more than eight hours, or when a Dispatcher on a scheduled twelve-hour day works more than twelve hours.

The dispatchers work three days on and three days off on two shifts from 7 a.m. - 7 p.m. and 7 p.m. - 7 a.m. In a six-week period this equals 252 hours. This necessitates a single day off each six-week period to eliminate any overtime. With the Dispatcher V and the Dispatcher III working eight-hour shifts covering the day shift period for the schedule balance day, all overtime would be eliminated. This would enable the dispatchers on duty to better attempt to cope with the ever-increasing load on them and allow the two eight-hour workers to do all record keeping and maintain the records and informational equipment in the dispatch office. This schedule also maintains some flexibility so as to eliminate the majority of overtime in case of any sick leave. The balance day would be in the schedule and therefore, the overtime is eliminated. The two workers of eight hours from Monday to Friday would not change their hours to work this day and, therefore, there is no overtime for any of the personnel built into the schedule.

D. The provisions of Section 1-C of this Article shall not apply to persons hired into the new classification of Fire Dispatcher described in Article 24, Section 4 of this Agreement.

SECTION 2. Overtime Pay

A. Overtime pay at the rate of time and one-half (1 1/2) shall be paid employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (54 hours) with a one hour minimum payment. Such overtime shall be paid at the employee's prevailing hourly rate,

which, for purposes of this Agreement, shall be deemed to be the annual salary for such employees divided by 2,088 hours.

B. Overtime pay at the rate of time and one-half (1 1/2) shall be paid employees of the other Fire Department Divisions for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours) with a one hour minimum payment. Such overtime shall be paid at the employee's prevailing hourly rate, which, for purposes of this Agreement, shall be deemed to be the annual salary for such employees divided by 2,088 hours.

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

SECTION 4. Call Back Pay

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

It shall be understood that when an employee of this bargaining unit is "called back" and is not able to complete a minimum of four (4) hours because of his/her regular work shift, the employee shall be compensated for four (4) hours at one and one-half (1 1/2) the hourly rate based on the forty (40) hour equivalent and the balance of the employee's regular shift shall be paid at the regular hourly rate.

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

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

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

SECTION 7. Night Premium. Mechanics and Dispatchers only shall receive night premium pay of fifty cents (\$.50) per hour for each hour worked on the second or third shift, in addition to their regular rate of pay. [Effective the pay period beginning on or immediately following July 1, 1989, night premium shall be seventy-five cents (\$.75) per hour.]

SECTION 8. Compensatory Time. Employees that work in assignments scheduled on the basis of an eight (8) hour day and

forty (40) hour work week shall be eligible to receive, in lieu of overtime compensation, compensatory time off at a rate of not less than time and one-half (1 1/2) for all overtime earned.

Employees may accrue a maximum of eighty (80) hours of compensatory time. Any additional overtime earned, above the maximum of eighty (80) hours, shall be paid overtime compensation.

An employee who has accrued compensatory time and is retired or terminated from employment with the City shall be paid for the unused compensatory time at the rate of compensation received by such employee at the time of retirement or termination. All compensatory time shall be utilized prior to an employee's retirement date, except in cases where an employee's separation from service is caused by death, disability or voluntary termination. In the event of such unplanned separations from service, an employee will receive compensatory time paid as a lump sum, but that lump sum will not be included in the employee's final average compensation for the purposes of computation of retirement benefits.

ARTICLE 13

HOLIDAYS

SECTION 1.

Employees covered hereby are entitled to receive the rate indicated per each authorized holiday as listed below in Section 2, whether such holiday is worked or not.

7/1/88	\$ 75.00
1/1/90	85.00
10/1/90	90.00
2/1/92	105.00

SECTION 2. Payment shall be made for each holiday during the pay period in which the holiday falls, but no holiday shall be paid for in advance of its occurrence.

The authorized holidays are:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Day Before Christmas Day

Christmas Day
Day Before New Year's Day

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

ARTICLE 14

LONGEVITY BONUS

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

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

SECTION 2. An employee who retires on a service or disability retirement basis, or who dies, shall be paid a prorated longevity bonus based on the number of calendar months of full time service credited to an employee from the preceding October 1st to the date of his/her retirement.

SECTION 3. An employee's longevity bonus shall be computed as a percentage of an employee's regular annual base salary which he/she is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due exclusive of overtime pay or any other premium pay. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of the following: 10/1/90 \$16,000; 10/1/91 \$17,000 and 10/1/92 \$19,000.

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

ARTICLE 15

GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

SECTION 1. Medical Insurance for Active Employees. The City will make available to an employee covered hereby Blue Cross/Blue Shield hospital, medical and surgical insurance, including Master Medical option II and riders FAE-RC, MVF-2 with ML, and a prescription drug \$3.00 Co-pay. This insurance plan includes a second surgical opinion program and a predetermination program which include mandatory provisions. The City reserves the right to substitute another carrier of this coverage, provided that the provisions of the present coverage will not be changed.

For an employee covered hereby, the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage. The insurance coverage provided under this section shall be know as "Section 1 Coverage" or the "Section 1 Plan."

SECTION 2. As long as they are available, the City will provide as an option, one open panel or group practice Health Maintenance Organization and one closed panel or individual practice Health Maintenance Organization. As an open panel or group practice Health Maintenance Organization, the City shall provide as an option, coverage through Blue Care Network/Health Central. Such Health Central coverage shall include a \$2.00 prescription co-pay. As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of both plans is available through the City's Personnel Department.

As an additional option, the City shall provide coverage through Blue Cross/Blue Shield, Blue Preferred Plan, a preferred provider organization ("PPO"), with the following coverage description:

Comprehensive hospital, semi-private, D45NM, DC, MVF-2, CC, OPC, ML, FAE-RC, PRE100, MSO, SAT2, SOT-PE, GLE1, COB3, MMC-PD, SOPC, MMC-OVS, Master Medical Option 4, Prescription Drug Program \$3.00 CO-PAY, PD-MAC, APDBP TRUST-15, LUS-15, TRUST-OVS, SD.

In the event an employee chooses as an option coverage through a Health Maintenance Organization, the City shall pay no more than the amount paid for the Blue Cross/Blue Shield plan provided for in Section 1. Any differences in monthly premiums will be paid by the employee through monthly payroll deductions. The City's commitment to pay the foregoing amount shall be its sole obligation with regard to Health Maintenance Organization coverage.

SECTION 3. An employee shall become covered by insurance through his/her completion of the required forms (at the time of hire, rehire, or during an annual enrollment period), and his/her acceptance by Blue Cross/Blue Shield or a Health Maintenance Organization as a participant. Such forms, and information as to the plans, shall be available at the City's Personnel Office.

New employees electing to receive any of the City's health coverage options upon hire will be required to pay the first six (6) monthly premium payments for the coverage selected. The new employees will also be required to authorize payroll deductions for said payments. New employees who do not elect to receive a City health coverage option upon hire, will not be eligible to make such election until the next open insurance enrollment period immediately following completion of their first six (6) months of service. Upon election during said open enrollment period, the City will pay one hundred percent (100%) of the premium for single person or full family ward coverage or eligible portion thereof for PHP, BC/HCN. The employee will pay, by payroll deduction, the balance of the total premium due for coverage he/she has selected which is more expensive than ward coverage.

SECTION 4. Medical Insurance for Retirees. The City will continue to provide to retirees the Blue Cross/Blue Shield or other insurance plan offered to active employees in this unit.

ARTICLE 16

GROUP LIFE INSURANCE

SECTION 1. Employees. The City will provide to an employee covered hereby, life insurance coverage for himself/herself, without cost to him/her as listed below:

Employee life - \$40,000
Accidental, Double Indemnity - \$40,000

and the City will pay for \$3,000 of life insurance for the employee's spouse. The city will make available a \$25,000 life insurance policy for the employee's spouse at the employee's expense.

Spouse	\$3,000.00/OR 25,000 EMPLOYEE PAID
Dependent Child, age	
14 days to 6 months	1,500.00
6 months to age 19 (or age 23 if single and attending school full time)	3,000.00

SECTION 2. Retirees. Employees who retire on or after July 1, 1983 shall be covered by a life insurance policy in the sum of three thousand (\$3,000.00) dollars. All costs of this policy shall be borne by the City. In addition, coverage will be made available for purchase for such employee's spouse and children living at home in the amounts indicated in Section 1 above.

The premium costs, including any increases, will be paid by the employee as is presently the case.

ARTICLE 17

SICK LEAVE

SECTION 1. Fire Fighting Division

A. Accumulation of sick leave credits.

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

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

3. Sick leave credits may accumulate without limitation, except as provided in Section 7 of this article or elsewhere in this agreement.

4. No sick leave credit shall be accrued by an employee during an unpaid leave of absence. Unpaid leave of absence as used in this subparagraph shall not include an employee who is temporarily off the payroll by reason of his/her position as a union

official and while on union business, providing he/she is off the payroll less than one half of his/her otherwise scheduled hours for the month.

B. Charges against credits.

1. EMPLOYEE SICKNESS. All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness or injury.

2. IMMEDIATE FAMILY. All employees may charge accumulated sick leave in the event of a serious illness or injury in an employee's immediate family when in the opinion of the attending physician the presence of the employee is required and reasonable proof is submitted at the request of the Chief or his/her designated representative. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home.

3. The employee must notify his/her station officer at once when he/she is unable to report for work because of illness.

SECTION 2. Other Divisions. The provisions of Section 1 above shall, insofar as applicable, apply to the other Fire Department Divisions, except that such employees shall receive twelve (12) eight (8) hour sick days per year credit. Sick leave credits may accumulate without limitation, except as provided in Section 7 of this article or elsewhere in this agreement.

SECTION 3. Relations Between Divisions. In the event an employee changes from the Fire Fighting Division to one of the other Fire Department Divisions, or vice-versa, his/her vacation and sick leave credits shall be transferred per diem, i.e., one work day for one work day without regard to the number of hours in any particular division's work day.

SECTION 4. Physician's Certificate. A physician's certificate may be required by the Fire Chief or his/her designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid sick leave, and it shall then be submitted to the City's Personnel Department on the date of an employee's return from any absence chargeable to his/her sick leave, with pay credit. Falsification of any sick leave affidavit shall be cause for discharge. However, the above regulations shall not be deemed as barring the Fire Board from reviewing any case and granting such concession as it deems fit.

Employees will be required, following extended absences or serious illnesses, whether duty or non-duty, to undergo a return to work medical examination at the City's clinic before returning to their positions. Before reporting to the clinic, an authorization form shall be obtained from the Fire Department indicating the reason the employee was absent and that a return to work exam is needed. The employee will be required to provide information from his/her treating physician for each circumstance as described below:

- A. If hospitalized, a discharge summary.
- B. If operated on, an operative report.
- C. All other illnesses or injuries, an up-to-date progress report indicating dates and treatment received.

If the employee does not bring applicable medical reports to the clinic at the time of the return to work examination, the City's physician will require the employee to sign a form authorizing the release of such information related to the illness or injury for which the employee was off work. (For purposes of this section, an employee will be presumed to have had an extended absence when he/she has been off work due to the employee's illness or injury for three (3) consecutive work days for 24 hour employees, or a calendar week for 40 hour employees.)

SECTION 5. Sick Leave Advancement.

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

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

SECTION 6. Sick Leave Recording. Sick leave is any period during which a member is incapacitated by reason of illness or non-service connected injury.

SECTION 7. Accrued Sick Leave, With Pay Credit. An employee or his/her beneficiary will be paid for one half (1/2) of his/her unused accrued sick leave with pay credit at the date of his/her retirement or death, not exceeding eighty-five (85) days and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the

City's service may not cash in any part of his/her unused accrued sick leave, with pay credit when he/she leaves.

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

SECTION 9. Sick Leave Donation. When an employee has been disabled for thirty (30) or more calendar days as a result of a non-occupational related illness or injury and has exhausted all of his/her accumulated sick leave, vacation leave, and personal leave, other members of the bargaining unit may make a written request to the Fire Chief to donate sick leave from the employees' sick leave bank to such an employee. All such requests shall be approved subject to the following conditions:

1. The donation to such an employee shall not exceed twenty (20) work days or four hundred eighty (480) hours for employees scheduled to work fifty-four (54) hours per week and forty (40) work days or three hundred twenty (320) hours for employees scheduled to work forty (40) hours per week.

2. If a determination is made by the City that the disability is permanent, the donation will be discontinued and the other applicable provisions of this agreement and the applicable retirement provisions may take effect.

SECTION 10. Sick Leave Incentive Program. Any employee covered hereby, who on January 1st has at least sixty (60) days of sick leave carried over from the previous year and who by December 31st of that year has accumulated at least an additional eight (8) sick leave days during the previous twelve (12) months, shall have the option to be paid eight (8) hours pay for each additional sick leave day accumulated and not used up during that same twelve (12) month period up to a maximum of thirty-two (32) hours, as follows:

<u>Sick leave days accumulated during preceding 12 months</u>	<u>How paid</u>
12	32
11	24
10	16
9	8
8 or less	0

This payment shall be based on the employee's annual rate as of December 31 of each year and shall be paid as of the end of January. For each eight (8) hours paid, one (1) day of sick leave shall be used up from the employee's accumulation. Payment shall be made on or before January 31. Sick leave which is donated to another employee shall be considered sick time which has been used under the above schedule.

The payment will be made at the forty (40) hour work week rate. These payments will not be included in final average compensation under the Retirement Plan.

SECTION 11. Conversion of Leave Time from Work Days to Hours.

As soon after the signing date of this agreement as is practicable, paid time off within the contract shall be converted for accrual, reporting and naming from work days to an equivalent number of hours. Twenty four (24) hour employees shall receive twenty four (24) hours credit for each work day banked, and eight (8) hour employees shall receive eight (8) hours credit for each work day banked. Provided, however, that in the event that an employee transfers from an eight (8) hour to a twenty four (24) hour position, or vice versa, either inter or intra department, that employee's banked time will be credited work day for work day, even where the number of hours must thereby be re-computed. EXAMPLE: An 8-hour fire prevention employee with 100 sick leave work days will have his/her sick leave bank re-computed to 800 hours. If that employee transfers to fire suppression, his/her bank will be re-computed as follows:

$$\begin{aligned} 800 \text{ hours} &= 100 \text{ 8-hour days} - 100 \text{ 24-hour days} = 2400 \text{ hours} \\ &8 \text{ hours/day} \end{aligned}$$

Further Provided: that the change from work days to hours shall not change the amount of time earned, selection of dates, approval processes or any other criteria for use of time.

ARTICLE 18

JURY DUTY, WITNESS PAY AND COURT TIME

SECTION 1. Jury Duty and Witness Pay. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena (in an action related to the employee's performance of his/her duties, or in another action to which the employee is not a party), the City will pay him/her the difference, if any, between his/her fees for jury service or witness service and the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty or witness service, provided that the employee gives the Fire Chief or the Chief's designee prompt notice

of his/her call for jury service or witness service and, thereafter provides evidence of his/her performance of jury service or witness service and of the payment he/she received for it. A member of the bargaining unit serving eight (8) consecutive hours or more of jury duty on a single day will be excused from department duty for the remainder of his/her duty day. Eight (8) consecutive hours is defined as, jury duty, reasonable travel time, and lunch hour. A member of the bargaining unit not scheduled for jury duty the following day will report for duty after eight (8) consecutive hours.

SECTION 2. Court Time. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena (in an action related to the employee's performance of his/her duties, or in an action to which the employee is not a party), he/she shall receive the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty or witness service provided that the employee gives the Fire Chief or his/her designee prompt notice of his/her call for jury service or witness service, and thereafter provides evidence of his/her performance of jury service or witness service and remits to the department all jury member or witness fee payments, other than travel allowances, received by him/her for said service.

When, as a result of performing his/her duties, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1 1/2) his/her regular hourly rate of pay or for the actual time necessarily spent at the court or agency at his/her regular hourly rate of pay computed to the nearest quarter hour, whichever is greater. Effective January 1, 1987, the employee shall be paid at time and one-half (1 1/2) his/her regular hourly rate of pay for all hours spent at the court or agency, with a minimum of two (2) hours at time and one-half (1 1/2) for each such appearance. As a condition of receiving such payment, the employee shall assign his/her court appearance fee to the Employer.

ARTICLE 19

BEREAVEMENT TIME

SECTION 1. A member shall be granted time off with pay, until the work day after the funeral, when a member of his/her immediate family dies.

SECTION 2. Reasonable time off, with pay, will be granted when the funeral is out of town.

SECTION 3. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or grandparent-in-law.

ARTICLE 20

MISCELLANEOUS

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

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

SECTION 3. Separability. This agreement is subject to applicable law with respect to the powers, rights, duties, and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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

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

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

If the parties are unable to reach agreement within 30 days of their initial meeting, the dispute shall be submitted to arbitration under Step 4 of the Grievance and Arbitration provision of this Agreement. The Union shall have the burden of proving a past practice and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the City shall prevail only if the City can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitration proceeding.

SECTION 5. Food Reimbursement.

A. Employees covered hereby who are on a twenty-four (24) hour duty schedule shall receive an annual food reimbursement per employee of:

7/1/88	\$525.00
7/1/89	550.00
9/1/90	575.00
7/1/91	600.00

B. Employees who serve less than twelve (12) months of regular full time duty during any fiscal year shall receive a pro-rate share of the annual food reimbursement. Such pro-rate share shall be computed to the nearest full month of completed regular service. Food reimbursement amounts shall be paid by the City during the first two (2) weeks of August of each fiscal year.

SECTION 6. Uniform Maintenance Allowance.

A. Employees who are on a forty hour per week schedule and are required to wear a uniform shall receive an annual uniform maintenance allowance per employee of:

7/1/88	\$200.00
7/1/89	225.00
9/1/90	250.00
7/1/91	275.00

B. Employees who serve less than twelve (12) months of regular full time duty during any fiscal year shall receive a pro-rate share of the annual uniform maintenance allowance. Such pro-rate share shall be computed to the nearest full month of completed regular service. Uniform maintenance allowance reimbursement shall be paid by the City during the first two (2) weeks of August of each fiscal year.

SECTION 7. Pay for Acting Rank. Whenever an employee covered by this collective bargaining agreement performs the duties of any rank higher than his/her present rank under orders from the Fire Chief or Shift Commander and/or for the convenience of the City, said employee shall be compensated in the amount for that particular position upon an hourly basis. Said employee shall be paid from the first hour worked at the highest rate for such position.

Acting Lists for all divisions of the Fire Department will be instituted according to seniority in rank. In the case of persons in the same rank with identical seniority in that rank, the years of seniority in the immediately preceding rank shall determine selection from the Acting List. However, in the event of identical seniority within rank involving persons promoted under the testing system used from 1972 to 1976, the test scores of those individuals shall be used to determine which of the persons shall be first and successively lower scorers second, third, fourth, etc., respectively.

Any person wishing not to act out of rank may do so by informing the Deputy Chief or Division Chief in charge of their shift or Division. The Deputy Chief or Division Chief will remove the person from the Acting List, record on the weekly report, and submit a notice to the Chief's office. (Also refer to Article 24, Section 1-E).

There will be no transfers made to obtain the senior person for acting rank when there are less than four hours involved.

When personnel exchange time is involved, the person assumes the position of the person with the least seniority.

SECTION 8. Voluntary Retirement. Chapter 16 of the 1955 Charter of the City of Lansing is expressly incorporated herein and amended to provide as follows:

Effective July 1, 1981

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is amended to provide as follows:

Section 19...

- (a) Upon a Fire Department member's retirement as provided in this chapter he/she shall receive a retirement allowance equal to the sum of 2.5 percent of his/her final average compensation multiplied by the number of years, and fraction of a year, of his/her credited service not to exceed 25 years, plus one

percent of his/her final average compensation multiplied by the number of years, and fraction of a year, of his/her credited service which is in excess of 25 years; provided, that this subsection (a) shall be subject to subsection (b) of this section.

Effective July 1, 1982

Section 18 of Chapter 16 of the Charter of the City of Lansing adopted on November 8, 1955 is amended to provide as follows:

Section 18...

A member shall be separated from City employment the first day of the calendar month next following the month in which he/she attains age 70 or at an earlier time as permissible by law. Upon his/her separation from City employment, he/she shall be retired and shall receive a retirement allowance provided in Section 19 of this Chapter. This provision shall have no effect on the voluntary retirement rights of employees set forth in Chapter 16, Section 18 of the Charter and Article 20, Section 8 of the Agreement between the City of Lansing and Local 421 of the International Association of Fire Fighters (AFL-CIO).

Effective July 1, 1983

Section 33 (b) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is amended to provide as follows:

Section 33...

- (b) Effective for all pay periods ending on or after July 1, 1983, and through all pay periods thereafter, the contributions of a member of the retirement system shall be 4.0 percent of his or her compensation paid him or her by the City. The Director of Finance or other officer responsible for making up the payroll shall cause the contributions to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, from the date of his or her entrance in the system to the date his or her membership terminates.

Effective January 1, 1988

Any member of the bargaining unit who has twenty-five (25) years of credited service or more with the Lansing Fire Department may file a written application for retirement setting forth the date, not less than fifteen (15) days or more than ninety (90) days subsequent to the filing thereof, he/she desires to be retired. Upon verification by the department that said employee has a total of twenty-five (25) years or more of credited service he/she shall be retired on the date specified.

Section 19 (b) of Chapter 16 of the 1955 Lansing City Charter shall no longer apply to members of the bargaining unit who have been members of the Lansing Fire Department for a period of twenty-five (25) years of credited service or more.

Effective July 1, 1988

Any member of the bargaining unit that becomes totally incapacitated for duty as the natural and proximate result of causes arising out of and in the course of his/her actual performance of duty as a fire fighter in the employ of the City, while "acting" at a rank higher than that actually held by the employee, without willful negligence on his/her part, and who otherwise satisfied the duty disability requirements of Section 22 of Chapter 16 of the 1955 Lansing City Charter, shall be eligible to receive a disability retirement allowance, as established in said charter. At such time as that disabled retiree attains age 55, or sooner if the retiree is otherwise eligible for regular age and service retirement benefits and so elects, the employee will be placed on regular age and service retirement allowance and his/her retirement allowance will be based upon the rates of compensation for the rank in which the employee was "acting" at the time he/she became disabled. The improvement in the rank attributed to the disabled employee shall apply to the retirement allowance only, and not to any other retirement-related benefits including sick leave and vacation payout.

For purposes of this change, Section 23 of Chapter 16 of the 1955 Lansing City Charter will be considered to be amended to provide as follows:

Section 23...

Upon a member's retirement after his/her attainment of age 55 years, on account of a disability as provided in Section 22 of this Chapter which was incurred in his/her actual rank, he/she shall receive a retirement allowance provided in Section 19 of this Chapter, subject to Section 29 of this Chapter. Upon a member's retirement after his/her attainment of age 55 years, on account of a

disability as provided in Section 22 of this Chapter which was incurred while "acting" at a higher rank, he/she shall receive a retirement allowance provided in Section 19 of this Chapter except that the final average compensation of the employee shall be based upon the pay he/she would have received in the "acting" rank for the applicable service period.

Further, for purposes of this change, Section 24(B) of Chapter 16 of the 1955 Lansing City Charter will be considered to be amended to provide as follows:

- (b) Upon attaining age 55 years (or at such earlier date as the member elects and would otherwise be eligible for an age and service retirement allowance), he/she shall receive a retirement allowance computed according to Section 19 of this Chapter. In computing his/her retirement allowance, (1) the credited service shall be increased to include the period he/she was in receipt of a disability retirement allowance provided in subsection (A) of this Section, and (2) the final average compensation shall be recomputed using the monthly rates of compensation applicable to the rank in which he/she was acting at the time of disability, as of the date he/she attains age 55 years (or makes the earlier election provided herein) during the period used in computing the final average compensation at the time of retirement. Any retirement allowance payable under this subsection shall be subject to Section 29 of this Chapter.

Effective July 1, 1988

Members of the bargaining unit, during the term of the 1990-93 Agreement, shall be eligible to receive retirement service credit for periods of time in the active armed (military) service of the United States, as if the employee had served the City during that period, provided: (1) the employee shall submit a written election to receive military service retirement credit for all or part of the period of military service no later than November 1, 1992; (2) the employee requesting military service credit shall pay one-half, and the City shall pay one-half, of the cost of an actuarial evaluation of the cost of adding such military service to his/her retirement service credit; (3) the employee shall be responsible for the entire cost of adding such military service to his/her retirement service credit, and shall be eligible to request an actuarial costing of his/her military service credit no later than November 1, 1992. The employee electing to exercise the right to receive military credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial services shall be performed by the actuary of the Police and Fire Retirement System of the City of Lansing, and costs

determined by said actuary shall be considered final and binding upon the City, the Union and the affected employee. This provision shall expire on January 14, 1993 and shall not be included in any successor agreement unless specifically negotiated for inclusion therein.

For purposes of this Section, active military service shall be defined to include periods of voluntary or involuntary induction into the armed forces of the United States of America under the Selective Service Act of 1940, as amended; it shall also include the initial training period required to be a reserve member of the armed forces of the United States of America or the U.S. National Guard, but shall specifically exclude annual short term reserve training programs required of reservists or National Guard members.

Effective January 1, 1990

Section 19(A) of Chapter 16 of the 1955 Charter of the City of Lansing which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is amended to provide as follows:

Section 19 ...

- (A) Upon a Fire Department member's retirement as provided in this Chapter he/she shall receive a retirement allowance equal to the sum of 2.75 percent of his/her final average compensation multiplied by the number of years, and fraction of a year, of his/her credited service not to exceed 25 years, plus one percent (1%) of his/her final average compensation multiplied by the number of years and fraction of a year, of his/her credited service which is in excess of 25 years; provided, that this subsection (A) shall be subject to subsection (B) of this Section.

Retirement Options

- A. A member within thirty (30) days prior to retirement may select one of the following three survivor election options by making election on a form agreed upon by the Union and the City:
1. Option 1: Under this option, the member at retirement receives the full retirement allowance, and upon the member's death, the member's spouse shall receive 50% of the member's full retirement allowance until the member's spouse's death.
 2. Option 2: Under this option, the member at retirement receives 93% of the full retirement allowance, and upon

the member's death, the member's spouse shall receive 75% of the member's full retirement allowance until the member's spouse's death.

3. Option 3: Under this option, the member at retirement receives 86% of the full retirement allowance, and upon the member's death, the member's spouse shall receive 86% of the member's full retirement allowance until the member's spouse's death.

B. "Full Retirement Allowance," as used herein, shall mean the full regular payment to which a member is entitled under Section 19 of Chapter 16 of the 1955 Charter of the City of Lansing, except as otherwise amended or superseded by agreement of the Lansing Fire Fighters Association and the City of Lansing.

SECTION 9. Copies of Agreement. The City agrees to provide the Union with one (1) original executed agreement and three (3) copies for the Union bargaining team members. The Union will be responsible to print and provide copies of the agreement to its membership. The City will be responsible to print and provide copies of the agreement to the Fire Chief and appropriate City officials.

ARTICLE 21

UNION STEWARDS

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

Duly elected or appointed union stewards in the Fire Suppression Division will remain on the scheduled shifts that they are working when either elected or appointed as stewards for the Union. The Fire Chief or his/her designee shall have the right to reassign any other bargaining unit member in lieu of the steward in question.

Nothing in this provision shall be interpreted or construed to limit the City's right to reassign union stewards to different work locations.

ARTICLE 22

GRIEVANCE AND ARBITRATION

SECTION 1. Definition of a Grievance. A grievance is defined as a claim that a specific article or section of this contract and/or the rules and regulations has been violated; or challenging the reasonableness of a new Lansing Fire Department work rule or regulation. Any such grievance shall be resolved in the following manner:

Step 1. If an employee has a grievance as above defined, it shall be reduced to writing, state the pertinent facts upon which it is based, specify the provision(s) of the Agreement that have been violated, be signed by the employee or employees and submitted to the Chief of the department within ten (10) days after the occurrence or omission giving rise to the grievance, with the exception of wage claims which shall be presented no later than ten (10) days after receipt of the pay check which gives rise to the claim. The Chief shall reply to that grievance within ten (10) days of its receipt.

Step 2. If the matter is not satisfactorily resolved in the first step, the employee, the Union or the Union on behalf of one or more employees may appeal in writing to the City's Labor Relations Director. Such appeal must be taken within seven (7) days following the reply of the Fire Chief. The City's Labor Relations Director shall reply in writing within seven (7) days.

Step 3. If the answer of the City in Step 2 is not considered satisfactory by the employee, the Union, within seven (7) days thereafter, shall give the Labor Relations Director notice of desire for consideration of the grievance by the Appeal Board.

The Appeal Board shall consist of not more than two (2) members of the City administration staff and two (2) representatives of the Union. The Appeal Board shall meet within seven (7) days of the Union's appeal to it. Upon receipt of the aforementioned request from the Union, the Labor Relations Director shall designate the time, date and location of the meeting and shall notify the Union in writing at least two (2) days prior to the meeting. At this meeting the Appeal Board will review the facts as they relate to the specific portion of the contract alleged to have been violated and attempt to resolve the matter. The Appeal Board shall issue its decision within two (2) calendar weeks of this meeting unless the time is extended by mutual agreement of the parties.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), the Union may, in writing, within forty-five (45) calendar days from the date of the Appeal Board meeting, request arbitration. If arbitration is not so requested, the grievance shall be considered settled on the basis of the City's last answer. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the Union shall promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association.

A. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he/she shall not have the power to add to, delete, alter or modify the terms of this agreement. With respect to arbitration involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he/she may review the penalty imposed and if the arbitrator shall determine it to be inappropriate and/or unduly severe, he/she may modify it accordingly.

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

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

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

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

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

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

SECTION 2. Grievance Procedure - General.

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

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

C. Any grievance not advanced by the Union to the next higher level within the time limits provided or any grievance not answered by the City or its representative within the time limits provided herein shall be automatically advanced to the next step of the grievance procedure until it reaches step 4 of the grievance procedure.

D. The City agrees to pay Union representatives at their regular straight time rate for investigating a grievance whether or not it has already been submitted into the grievance procedure, or for discussing such a grievance with the City's representative(s). To be eligible for the foregoing such a Union representative must be on duty and available to respond to emergencies.

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

ARTICLE 23

OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions

hereof, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this union.

ARTICLE 24

PROMOTIONS

SECTION 1. Seniority

A. Promotions in the Fire Department except for the positions of Fire Marshal VI, Chief of Training VI, Training Captain IV, Chief of Maintenance/Alarm V, Fire Inspector II, Fire Inspector IV, Fire Suppression Lieutenant III, Fire Suppression Captain IV, Battalion Chief VI, Administrative Assistant V and Dispatcher V shall be based on length of continuous service therein. The officers or employees thereof having served the longest period in any position shall be advanced to fill any vacancy in the next higher position. In the event of interdivisional transfer where members of two different divisions are competing for a position in a third distinct division, departmental seniority shall prevail.

B. The employee to be promoted in accordance with this section shall be notified in writing by the City.

C. If an employee declines promotion, said employee shall reject the promotion in writing within ten calendar days of notification in writing by the City.

D. When two or more officers or employees have identical seniority in the same rank, then length of seniority in the immediately preceding rank shall be used to determine order of promotion.

However, in the event of a tie involving persons promoted under the testing system used from 1972 to 1976, the test scores of those individuals shall be used to break the tie, with the highest scorer being first in line for promotion and successively lower scorers being second, third, fourth, etc., respectively.

E. ACTING LIST

To become eligible for promotion, an employee must be on the "acting list" for that rank. If an employee chooses to remove himself/herself from the "acting list" it must be by a written request to the Chief; at this time an employee's seniority in rank for promotion will be frozen. For the employee to be considered once again for promotion, he/she must submit a letter to the chief requesting their name be placed back on the "acting list". The employee's seniority in rank for promotion will start to accrue again from the point at which his/her name was taken off the "acting list".

SECTION 2. Promotion Procedure for Positions of Fire Suppression Officer (Lieutenant III and Captain IV) and Battalion Fire Chief VI. The City and the Union are committed to the

maintenance and advancement of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing goals the parties have agreed that there shall be a Promotion Committee consisting of four (4) members, two (2) appointed by the City and two (2) by the Union, and have developed a promotional system as follows:

A. General Qualifications

The following minimum qualifications and requirements shall apply to promotion to the classifications listed above.

1. The experience qualifications required for promotion to Fire Suppression Officer (Lieutenant III and Captain IV), and Battalion Fire Chief VI are as follows:

Fire Suppression Officer (Lieutenant III and Captain IV)

- Must attain the rank of Engineer
- Three (3) years in Fire Suppression as Fire Fighter

Battalion Fire Chief VI

- Five (5) years of service in Fire Suppression as a command officer

2. Written Test. The testing qualifications for each of the positions are as follows:
 - a. A bibliography for each test shall be determined by the Promotion Committee.
 - b. Each written test shall be administered and graded/scored by an independent testing agency to be selected by the Promotion Committee. The score used shall be the raw score converted to a percentage.
 - c. The testing agency shall develop an appropriate test for each rank or classification on the basis of the bibliography provided for in subsection 1 above.

- d. In order to qualify for promotion each applicant must achieve a minimum score of seventy percent (70%). The score of seventy percent (70%) is a passing score.

3. Testing

- a. The announcement of a test and the appropriate bibliography for such test shall be posted or otherwise communicated to employees simultaneously.
- b. Employees shall have forty-five (45) calendar days from the announcement of a test in which to make written application to the Fire Chief to participate in such tests. Any employee who is absent from duty more than forty-five (45) days, shall provide to the Fire Chief an address where he/she can be contacted to be advised of the upcoming test and the deadline for written application.
- c. Testing and examinations will be conducted no earlier than forty-five (45) days from posting of the announcement and no later than sixty (60) days from such posting. Due to extenuating circumstances, the sixty (60) day limit may be extended with the approval of the Promotion Committee.
- d. The testing agency shall resolve any questions concerning the validity of examination questions.
- e. Four months from the signing of this agreement, the Fire Suppression Officer and Battalion Chief VI test will be administered, and the test will be administered every six (6) months thereafter for a two year period. After such time the test will be administered in accordance with Article 24, Section 2.
- f. For a two year period after the signing of this agreement, all promotions to Fire Suppression Lieutenant III will be made in accordance with Article 24, Section 1 and Article 29 of this agreement.
- g. Two years from the signing of this agreement all employees eligible for promotion to Fire Suppression Lieutenant III must successfully pass the test for Fire Suppression Officer.

4. An employee who has met the above required experience qualifications, has obtained a score of seventy percent (70%) or better on the written test described above, and is on the promotional list for a specific position shall be promoted to the position in accordance with Article 24, Section 1 and Article 29.
5. An employee who has not obtained a score of seventy percent (70%) or better on the written test and is the next person in line for promotion in accordance with Article 24, Section 1 and Article 29, will not be eligible to be promoted, i.e., he/she will be passed over for promotion due to his/her failure to pass the test and will no longer be able to act until successfully passing the Fire Suppression Officer test. The above requirements also apply to the Battalion Chief VI test.
6. An employee promoted to any of these positions named above shall be subject to a probationary period of six months. During this probationary period the Fire Chief may, upon affirmative proof that the employee is not capable of performing the duties and responsibilities of the position, remove the employee from the position. The reasons for removal from the position shall be furnished to the employee in writing. An employee removed from or voluntarily resigning from any of the above named positions shall be returned to his/her former position. The wages and benefits of the promotion position shall be paid during the probationary period for as long as the employee occupies the position.

B. General Provisions

1. In the event that no applicant successfully qualifies for a given position, those applicants, and any other qualified employees, shall be afforded a second examination.
2. In the event that an individual on the eligibility list for promotion either declines that promotion or returns to his/her previous rank or grade as provided above, that individual shall be removed from said eligibility list. The individual so removed may reapply/retest when subsequent eligibility lists are to be established.

3. All costs, fees and expenses to maintain and administer the promotional system shall be borne by the City.
4. No applicant shall be required to pay a fee for any examination required under the promotional system.
5. Any difference, dispute or complaint as to the application or interpretation of the promotional system shall be presented as a grievance as provided for in Article 22 of the Collective Bargaining Agreement.
6. This promotional system shall apply to all promotions to the three foregoing ranks which occur on or after January 1, 1988. The parties will take all steps necessary to insure that the system is fully operational by that date.

SECTION 3. Promotion Procedure for Positions of Fire Marshal VI, Fire Inspector IV, Fire Inspector II, Chief of Training VI, Training Captain IV, Chief of Maintenance/Alarm V, Dispatcher V, Administrative Assistant V

A. Posting Procedure

Effective January 1, 1994, upon a vacancy occurring, a notice shall be posted for purpose of promotion to each of the following positions: Fire Marshal VI, Training Captain IV, Chief of Training VI, Chief of Maintenance/Alarm V, Dispatcher V, Administrative Assistant V, Fire Inspector II and Fire Inspector IV. Employees having the required qualifications shall indicate their interest in a specific position by signing the posting.

B. Qualifications

The qualifications required for each of the positions are as follows:

1. Fire Marshal VI

- A total of fifteen (15) years experience in the Lansing Fire Department
- Five (5) years experience in the Fire Suppression Division of the Lansing Fire Department
- Five (5) years experience in the Fire Prevention Division of the Lansing Fire Department

- Certified as a Fire Inspector with the State of Michigan
- Completion of a minimum of 15 quarter hour college credits, or the semester equivalent, (45 cumulative credits) from an accredited institution. A minimum of 6 quarter hour college credits or semester equivalent must be earned in administration and/or management. The remaining required credits may be earned in any combination of the following: Fire Science (core courses), Administration, Management, Drafting and/or Design.
- If no individual from within the Fire Prevention Division meets the requirement of fifteen (15) years experience on the Lansing Fire Department, the position will be filled according to Article 24, Section 1, of the existing bargaining agreement.

2. Training Captain IV

Emergency Medical Service Instructor Coordinator III (See 1990-1993 Collective Bargaining Agreement)

The positions in the Training Division of the Lansing Fire Department will be as follows:

Chief of Training VI
 Training Captain IV
 *Training Captain IV (Entry Level III)

Entry level:

- * One of the two Training Captain IV positions will be a Paramedic and Instructor/Coordinator, licensed by the Michigan Department of Public Health; these certifications will be maintained for the duration of time that the individual holds the rank of Training Captain IV.

Posting for a vacancy in a Training Captain IV position may require these qualifications listed above, if there is no one in the Training Captain IV position who meets these requirements.

- The individual must have five (5) years experience in the Fire Suppression Division of the Lansing Fire Department.
- The individual must have completed a minimum of fifteen (15) quarter hour college credits, or the semester equivalent, from an accredited institution in the following: fire science (core courses) and/or education.

Additional requirements:

An individual entering the Training Division will enter as a Captain at a pay level III, based upon qualifications at the time of entry into the division. He/she will meet the following qualifications within one (1) year after entry into the Division, or as soon as reasonably possible. He/she will receive pay level IV immediately upon completion of these qualifications:

- The individual will be certified as a Fire Training Instructor under the provisions of the Fire Fighter Training Council.
- The individual will successfully complete a total of fifteen (15) quarter hour college credits, or the semester equivalent, from an accredited institution in general education classes, which encompass the areas of educational methodology, instructional methodology, and course development. The following list includes some, but not all, of the classes that if successfully completed will in part satisfy the prerequisites for this position:
 - a) Fire Academy: 80 hours educational methodology
80 hours course construction
 - b) LCC: 4 credit hours curricular reinforcement
80 hours EMS IC

These credits are to be completed within one (1) year, or as soon as reasonably possible after promotion. The City will be responsible for all costs incurred in obtaining these credits. The "costs incurred" for which the City is responsible under this subsection are limited to fees for tuition and books.

- The individual will obtain an emergency medical technician license and become certified as an Instructor/Coordinator.
- The City will be responsible for all costs incurred in obtaining these credits.

3. Chief of Training VI

Entry Level:

- The individual must have a total of fifteen (15) years experience in the Lansing Fire Department.
- The individual must have completed a minimum of twelve (12) quarter hour college credits, or the semester

equivalent, from an accredited institution in the following: fire science (core courses) and/or education.

- The individual must have completed a minimum of at least three (3) additional quarter hour credits, or the semester equivalent, from an accredited institution in the areas of administration and/or management.

Additional requirements:

- The individual will successfully complete a total of twelve (12) quarter hour college credits, or the semester equivalent, from an accredited institution in general education classes, which encompass the areas of educational methodology, instructional methodology, and course development. These credits are to be completed within one (1) year, or as soon as reasonably possible after promotion. The City will be responsible for all costs incurred in obtaining these credits. The "costs incurred" for which the City is responsible under this subsection are limited to fees for tuition and books.

If no individual from within the Training Division meets the fifteen (15) years experience on the Lansing Fire Department requirement, the position will be filled according to Article 24, Section 1., of the existing bargaining agreement.

4. Chief of Maintenance/Alarm V

- Two (2) years experience in plumbing, heating or electrical work or completion of a minimum of 9 quarter hour college credits, or the semester equivalent, from a accredited institution in any combination of the following: Fire Science (core courses), Administration, Management, Plumbing, Heating and/or Electrical Work.

5. Administrative Assistant V

- Completion of a minimum of 15 quarter hour credits, or the semester equivalent, from an accredited institution. A minimum of 6 quarter hour credits or the semester equivalent must be earned in Administration or Management and Computer Science or Accounting. The remaining required credits may be earned in any combination of the following: Fire Science (core courses) Administration and/or Management, Computer Science or Accounting.

Acting in the Administrative Assistant Position:

- The Fire Chief will establish a list of persons eligible to fill in for the Administrative Assistant in his/her

absence and to assist the Administrative Assistant as needed.

- The posting of an initial acting list will be for 30 days, with seniority determining the order of personnel on the list.
- The acting list will be ongoing, and will be updated annually by reposting for any additional interested personnel. Each subsequent annual list will be put in order of seniority, and then added to the existing acting list below the last name on the list.
- The person at the top of the acting list will be trained to fulfill the Administrative Assistant job duties and will be required to perform the duties of the Administrative Assistant in his/her absence and/or will assist when necessary (reasonable notice will be provided).
- Personnel trained to fulfill the Administrative Assistant job duties and assigned to assist the Administrative Assistant will be paid at a IV level. Personnel acting in the absence of the Administrative Assistant will be paid in accordance with Article 20, Section 7, of the collective bargaining agreement.
- The individual trained to fulfill the Administrative Assistant job duties will select his/her vacation time from the Administrative Assistant office schedule.
- Individuals may be removed from the Administrative Assistant acting list by submitting a written request to the Chief. The person on the acting list who is trained and performing the duties of the Administrative Assistant must remain in that position until the next eligible person is sufficiently trained to perform the functions of the Administrative Assistant.
- In the event of a vacancy in the position of Administrative Assistant, the acting list will be considered a promotional list for the position, providing additional requirements have been fulfilled.

6. Dispatcher V

- Four (4) years experience in the Fire Dispatch Division of the Lansing Fire Department.
- Completion of a minimum of 15 quarter hour credits or the semester equivalent from an accredited institution in any

combination of the following: accounting, computer science, administration and/or management.

7. Fire Inspector II

Entry Level:

- Five (5) years experience in the Fire Suppression Division of the Lansing Fire Department.
- Completion of a minimum of 15 quarter hour college credits, or the semester equivalent, from an accredited institution. Four (4) quarter hour college credits or semester equivalent must be earned in each of the following: public speaking; fire investigation. The remaining required credits may be earned in any combination of the following: public speaking, fire investigation, education, drafting, building construction, computer science, administration, management.

8. Fire Inspector IV

Effective January 1, 1994, an individual entering the Fire Prevention Division will enter at a level II position having met the aforementioned requirements for Fire Inspector II.

Within two (2) years, or reasonably, thereafter, but no more than three (3) years, after entry into the division, an individual will meet the following qualifications:

- The individual will successfully complete a total of fifteen (15) quarter hour college credits (30 cumulative credits) or the semester equivalent, from an accredited institution in any combination of the following: public speaking, fire investigation, education, drafting, building construction, computer science, administration, management.
- Successfully complete State of Michigan Fire Inspector Certification or National Fire Academy Fire Inspector I course.

The Chief or designated representative shall make a reasonable effort to schedule attendance in one of the above inspector certification programs at the earliest possible availability. Selection for attendance in such a program shall be based on the mutually agreed upon standards for promotion established at Section 2, paragraph one of this article and seniority in rank.

Upon attainment of these qualifications and the employee having served a minimum of one (1) year in the Fire Prevention Division, an individual will be promoted to a Fire Inspector IV position.

Any individual who does not acquire the aforementioned qualifications within three (3) years after entry into the Fire Prevention Division shall be transferred out of the division and returned to his/her former position.

- C. An employee who has met the above required qualifications and who has signed the posting shall be promoted to the position in accordance with Article 24, Section 1 and Article 29.
- D. An employee promoted to any of the eight positions named above shall be subject to a probationary period of six months. During this probationary period the Fire Chief may, upon affirmative proof that the employee is not capable of performing the duties and responsibilities of the position, remove the employee from that position. The reasons for removal from the position shall be furnished to the employee in writing. An employee removed from or voluntarily resigning from any of the eight above named positions shall be returned to his/her former position. The wages and benefits of the position shall be paid during the probationary period.
- E. The City shall reimburse employees for the cost of credit hour tuition upon satisfactory completion of the college credits required to qualify for promotion to the eight positions named above. To be eligible for tuition reimbursement, the employee must receive course approval in writing from the City prior to enrollment. Course approval shall not be unreasonably denied.

SECTION 4. Fire Dispatcher. The position of Dispatcher II will be prospectively reclassified as Dispatcher I at pay level I. Future hires may be (civilian) employees who shall take the Fire Department oath and whose title shall be Fire Dispatcher. The rate of pay of the classification of Fire Dispatcher is set forth in Appendix B. Such employees shall not have seniority rights outside the new Fire Dispatcher classification. In the event that such employees are hired, the City will have the right to arrange the schedules of such employees as it deems to be in the best interest of the City. All Dispatch positions will remain in the bargaining unit. Existing Dispatcher II employees will not be displaced and will continue to be paid at level II. Promotions to Dispatcher III and Chief Dispatcher V shall continue to be made.

The work week for current dispatchers shall be continued as set forth in Article 12, Section 1 (C) of this agreement for ten (10) years from the effective date of the 1986-88 agreement.

SECTION 5. Promotional Credit Evaluation. The Promotion Committee, established at Section 2 of this Article, shall be

responsible for mutually selecting the accredited institution that will evaluate and determine whether coursework completed by an employee fulfills the requirements toward meeting the qualifications established in the promotional system as set forth above.

ARTICLE 25

PERSONAL LEAVE DAY

The parties hereto agree that each member of the bargaining unit shall be entitled to time off with pay for one (1) personal leave day per calendar year provided that such employee shall submit a written request to the Fire Chief not less than 24 hours prior to the requested leave day; provided further that such notice requirements shall be waived upon the showing by the employee of extenuating circumstances. Effective January 1, 1990, each member of the bargaining unit shall be entitled to time off with pay for two (2) personal leave days per calendar year, subject to the conditions established in this Article.

The number of members of the bargaining unit that shall be granted a "Personal Leave Day" (P.L.D.) on any single calendar day from May 15 through September 15 or between December 20 and January 5th shall not exceed thirteen (13) when combined with the number of members who have selected the vacation period in which that day falls. For periods other than May 15 through September 15 and December 20 through January 5th the number shall not exceed fourteen (14). The Fire Chief, or his/her designee, retains the right to cancel previously approved personal leave days whenever subsequent vacation approvals would result in more than the combined number of employees, as set forth above, being absent.

In situations wherein it becomes impossible to utilize personal leave days as provided above, such day shall be converted to a straight time compensatory day off which shall be assigned by the Chief during the first calendar quarter immediately following the calendar year during which personal leave day was due to be scheduled. In the event of a member's retirement or death prior to his/her utilization of personal leave day, the City will pay such member, or his/her beneficiary, one day's straight time pay in lieu of personal leave day off.

ARTICLE 26

RULES AND REGULATIONS

The Lansing Fire Department has the right to promulgate work rules and regulations. The reasonableness of such rules shall be subject to the grievance and arbitration provisions of this contract.

Job descriptions covering the positions included in this agreement shall remain incorporated herein by reference.

Rules and regulations which are inconsistent with the contracts are superseded by the contract.

ARTICLE 27

SAFETY COMMITTEE

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect fire fighters shall be provided by the employer. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a periodic basis to ensure proper maintenance and replacement.

The employer and the Union shall each appoint three members to the Occupational Safety and Health Committee. This committee will meet bi-monthly and discuss safety and health conditions.

Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the fire department.

The employer shall not restrict the Safety Committee members from any fire department facility when investigating health and safety conditions.

This Committee will be guided, but not limited to, the following principles:

- a) Make immediate and detailed investigation into each accident, death or injury to determine the fundamental causes.
- b) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- c) Inspect the fire department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.
- d) Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.

e) Promote safety and first aid training for Committee members and fire fighters.

f) Participate in advertising safety and in selling the safety program to the employees through department meetings.

In line with the goals listed above, the Committee shall:

1. Make periodic inspections of the Fire Department facilities, but not less frequently than twice a year.

2. Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

3. Review and analyze all reports of accidents, deaths, injuries, and illnesses. Investigate causes and recommend rules and procedures for the promotion of health and safety of the fire fighters.

4. Keep minutes of all joint Committee meetings and a written report shall be prepared for review at the next Committee meeting.

A record shall be kept of accidents, injuries and illnesses and shall be maintained by the Fire Department and made available on request to the Safety Committee members. These reports shall include all reports required by the Department of Labor under the Occupational Safety and Health Act of 1970.

A delegated Union representative and a management member shall accompany the State inspection tour of the fire department facilities, subject to the inspector's consent.

All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedure. Any such grievance shall be investigated and when filed by the Union in accordance with Article 22 of the contract, shall be introduced at a level immediately preceding arbitration.

ARTICLE 28

MINIMUM STAFFING

The parties agree that the minimum daily staffing level in the Fire Fighting Division of the Fire Department will be 53. Notwithstanding the foregoing, absences which occur with four (4) hours or less remaining on a shift need not be filled. (Effective upon implementation of the 54-hour workweek, January 1, 1985).

ARTICLE 29

DIVISION TRANSFER

A) Seniority credit for promotions to any given rank in a division shall cease to accumulate and be frozen in that division for any member of the Fire Department upon acceptance of a permanent transfer to another division.

B) A transfer shall be considered permanent after forty-five (45) calendar days in the new division.

C) Any member of the Department transferring to another division in which he/she has had no previous experience shall go to the lowest rank and position of promotion seniority in that division.

D) Any member of the Department who returns to a division from which he/she had previously transferred to accept a permanent position in another division shall be reinstated in the original division at only his/her former rank in that division and with only his/her former seniority credit for promotion in that division.

ARTICLE 30

DENTAL INSURANCE COVERAGE

SECTION 1. Active Employees. The Employer shall pay the full premium costs of Delta Dental Plan C coverage for each employee. Plan C provides 50% of treatment costs on Class I and Class II Benefits, with an \$800.00 maximum per person per contract year. Coverage under the plan is afforded to the subscriber (employee) and his/her dependents.

Class I Benefits include: Basic Services, Preventive Services, Restorative Services, Oral Surgery Services, Endodontic Services, and Periodontic Services.

Class II Benefits include: Prosthodontic Services.

Additionally, employees and their dependents will receive orthodontic coverage which provides 50% of treatment costs, with a \$1,000.00 lifetime maximum per person.

SECTION 2. Retirees. The City will continue to provide to retirees the dental insurance plan provided to active employees in this unit.

ARTICLE 31

HOLD HARMLESS CLAUSE

The City of Lansing agrees to indemnify and hold harmless all members of the City of Lansing Fire Department from or against all claims or suits based on negligence for damages, costs, losses and expenses arising out of the defense of all actions taken by a fire fighter and/or an Emergency Medical Technician during the course of and in performance of their official duties, provided the fire fighter or emergency medical technician has acted in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property of another, negligence or any other cause of action which is a result of action required to be taken by a member of the Lansing Fire Department during the course of and arising out of the performance of his/her duties as a member of the Department. The indemnification shall take the form of insurance coverage, including defense and payment of judgments or settlements, or by provision of legal counsel, costs, and payment of judgments or settlements. The decision to insure or self-insure shall be within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of a member of the City of Lansing Fire Department.

ARTICLE 32

DEFERRED COMPENSATION

The City shall continue to make available a voluntary deferred compensation plan to bargaining unit members subject to the following conditions:

1. That the City shall make available an IRS approved deferred compensation plan to the Union's members;
2. That the City shall have sole discretion and responsibility in selecting a vendor(s) of the deferred compensation plan offered to the Union's members;
3. That the City shall have sole discretion in changing vendors, changing administration of the plan and changing the terms of the plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the deferred compensation plan after fifteen (15) days' notice to the Union;
4. That the Union's members may participate in such a deferred compensation plan on a voluntary basis and contributions shall be made through payroll deductions;

5. That the only costs to be incurred by the City relative to the deferred compensation plan shall be those associated with the modifications of the existing City payroll plan. All other costs shall be borne by the employees participating in the deferred compensation plan.

ARTICLE 33

EXCHANGE TIME

Members may exchange time within the Department under the following conditions:

1. Inter-unit trading is permissible.
2. No buying of Kelly time will be allowed.
3. The Fire Department will not assume any responsibility for any time lost to any member.
4. Should any change of time cause a detriment to the Fire Department, in the opinion of the Deputy Chief, he may refuse to grant permission for the change.
5. Any member who is scheduled to work and makes arrangements to have another employee work on his/her behalf, is responsible to have the shift (hours) covered. If the time is not covered for any reason, the scheduled member will owe the City the number of hours that were not worked, to be paid back at the City's convenience.
6. The member working for another member shall report to duty in a condition to be able to perform the duties as prescribed by the officer in charge.
7. When a member demands he/she be paid back time owed on a holiday, it shall be only by mutual agreement with the member that owes the time.
8. Deputy Chiefs shall be permitted to trade time with Deputy Chiefs or senior Captains.
9. Captains shall be permitted to trade time with Deputy Chiefs, Captains, or senior Lieutenants.
10. Lieutenants shall be permitted to trade time with Captains, Lieutenants, or senior Engineers.
11. Engineers shall be permitted to trade time with Lieutenants, Engineers or Second Engineers.
12. No member shall owe more than five (5) days at one time.

ARTICLE 34

RESIDENCY

Every employee of the Lansing Fire Department shall, after August 5, 1971, maintain a full time bona fide residence within a 25 mile distance from the City of Lansing city limits, unless that requirement has been specifically and individually waived by Fire Board action.

ARTICLE 35

AMBULANCE STAFFING

SECTION 1. Licenses. All employees hired after August 11, 1980 must pass a State of Michigan approved Emergency Medical Technician - Ambulance (EMT-A) course, and then be licensed as an EMT-A by passing the State of Michigan exam. These requirements, as well as any local license requirements, must be successfully completed by the end of the employee's probation period and maintained, at the discretion of the Chief, until promoted to the rank of Engineer.

Contingent upon class availability through the Lansing Fire Department, all employees in the Suppression Division, exclusive of EMT's and paramedics, must be licensed as a first responder. All employees are required to attend continuing education classes, as well as meet any local license requirements, relative to the first responder license.

If at the date of hire the employee holds a valid State of Michigan advanced Emergency Medical Technician (Paramedic) license, or after employment with the department the employee is enrolled in and passes an advanced EMT (Paramedic) course at the expense of the Lansing Fire Department, the employee will be required to attend "continuing education" classes, contingent upon class availability through the Lansing Fire Department at the expense of the Lansing Fire Department, and to maintain the advanced EMT (Paramedic) license for a minimum of six (6) years, as well as maintain any related local license requirements.

If the employee elects to continue in the advanced EMT (Paramedic) program after the initial mandatory six (6) years, each extension will be for a two (2) year period. The Lansing Fire Department will acquire from the employee a letter of intent to continue in the paramedic program within one (1) year of the employee's license expiration date.

The department will pay the expense of maintaining the EMT or Paramedic license for all employees that are required by the department to maintain such licenses.

SECTION 2. Ambulance Wage Differential. Effective July 1, 1988, paramedics assigned to ambulance detail shall receive a wage differential (or premium) of three and a half percent (3.5%) of the base wage for their rank. EMTs assigned to ambulance detail shall similarly receive a wage differential of one and three-quarters percent (1.75%) of the base wage for their rank.

The Fire Chief has the discretion to determine the adequate staffing levels for the department's ambulances, and shall make assignments to the ambulance detail based upon the established paramedic and EMT staffing levels.

ARTICLE 36

MAINTENANCE AND ALARM DIVISION

The Maintenance Division and the Fire Alarm Division of the Lansing Fire Department will be combined as of December 27, 1988. Affected employees are covered by the current collective bargaining agreement. All employees in this division will be sworn fire department personnel.

The positions in the new Maintenance - Alarm Division will be as follows:

Chief of Maintenance - Alarm V
Maintenance - Alarm Specialist* III
Maintenance - Alarm Specialist* III
Maintenance - Alarm Specialist* III

*At least one of the Maintenance - Alarm Specialist III positions will be trained as a Communication Technician Specialist. The employee working as a Communication Technician Specialist will be compensated at the differential rate between a III and IV level.

The current Maintenance Supervisor IV will be promoted to Chief of Maintenance - Alarm V.

The current Assistant Alarm Superintendent IV will be assigned to the Senior Maintenance - Alarm Specialist III position in the Maintenance - Alarm Division, with no reduction in pay level.

The current Communications Technician III will be assigned to fill the second Maintenance Alarm Specialist III position in the Maintenance - Alarm Division. This employee will also receive the

differential pay (between III-IV level) for the Communications Technician Specialist.

The third Maintenance - Alarm Specialist III position in the Maintenance - Alarm Division will remain vacant until such time as the current Alarm Superintendent VI (Robert Manns) vacates his position. The third level III position will then be filled.

As of December 27, 1988 the current Alarm Superintendent VI (Robert Manns) will be assigned to Lansing Fire Department administrative staff. He will maintain his current responsibilities for Alarm Division work and job assignments.

Upon the retirement of Robert Manns, or his vacating his current position, the Alarm Superintendent VI position will be deleted from the contract. The remaining duties and responsibilities of this position will be assigned to the Chief of Maintenance - Alarm Division.

All personnel in the Maintenance - Alarm Division will be certified in repair and maintenance of self-contained breathing apparatus (SCBA) including, but not limited to hydrostatic testing. Employees in this division will be eligible to receive training which would enable them to be qualified as Communication Technician Specialists; provided, the department will determine the number of employees to be trained as Communication Technician Specialists and will pay for the training at the local community college or its equivalent.

Acting status will be delegated by seniority in the next lower position in accordance with the current collective bargaining agreement. The most senior, qualified Level III employee will have the option of performing Communication Technician Specialist duties. Promotion within the division will be by seniority and qualifications as specified in the current collective bargaining agreement.

Any vacancies in this division will be offered to bargaining unit members. Future job descriptions and postings may include, as a precondition, electronics training.

In the event that no bargaining unit members apply for posted vacancies or interested employees fail to meet the necessary qualifications, the posting may go outside the bargaining unit. Any person hired from outside the bargaining unit will start at the Level I classification. After one year, if they meet the necessary qualifications, they will be classified as Level II; and after completing two years, if they meet the necessary qualifications, will be at Level III.

This agreement shall take immediate effect upon ratification by both parties and shall be considered effective for the period of the

1988-1990 collective bargaining agreement and the agreement which commences July 1, 1990. The parties may thereafter negotiate to include the terms of this agreement in any succeeding collective bargaining agreement.

ARTICLE 37

DRUG AND ALCOHOL POLICY

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Lansing Fire Department and its fire fighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

II. BENEFITS: INCONVENIENCE: COOPERATION:

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those, who because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content, excluding, "other medicines" taken in compliance with Section V.

- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgement of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer - means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.
- F. Shift Commander - means the Battalion Chief who is on duty at #1 Station.
- G. Impairment - To injure by weakening, diminishing or decreasing strength and value, physical or mental.
- H. Use - To avail oneself of, put to one's own purpose. To consume or expend by using.
- I. Employee Assistance Program - means Employee Assistance Program provided by the Department of Personnel, City of Lansing.

IV. EMPLOYEE ASSISTANCE PROGRAM OF THE DEPARTMENT OF PERSONNEL:

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation or referral by a supervisor. No employee will be disciplined on account of any request for assistance under this section, nor will any employee be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees

who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc.

The cost of rehabilitation will be borne by the employer. The rehabilitation Program used will be agreed to by the City and Union.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Fire Chief's Office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (a) and (b), above, with respect to a particular prescription drug or other medicine can be disciplined or required to attend Employee Assistance on account of that particular prescription drug or other medicine.

VI. PROCEDURES FOR TESTING:

A. Demand for Testing

The City may require departmental personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances.

1. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command officer.

B. Standards for Determining Reasonable Suspicion

1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

C. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she may be directed to return, or be taken to a station (when impairment is suspected) to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a SIGNED, DATED, TIMED, AND CONTEMPORANEOUS REPORT reducing the objective facts and the reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that time, be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

D. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he/she

shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his/her behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing

If the shift commander has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he/she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Identification of Employee

The employee's identity shall be checked and verified, by the requesting supervisor/command officer at the time of the testing request/order.

G. Drug Testing Procedure

The Procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, Pg. 11979 - 11989.)

H. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

VII. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled or prescription substances, or alcohol, shall be required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction

of the program's director or supervising physician shall not be disciplined for their drug use.

- B. Employees who fail to complete the Employee Assistance Program as specified in (a) above, may be disciplined for their employment-related drug use.
- C. Employees whose drug use, or alcohol or prescription drug abuse, is discovered by the City in some manner other than by the drug test outlined in this policy/article shall be treated as if he/she had tested positive under this policy/article.
- D. Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state, creates an unreasonable risk of harm to any person; that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section shall include discharge of the employee only in the most severe case.
- E. Notwithstanding any other provision of this agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while not intoxicated.
- F. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employees completion of the program. A positive test result under this provision shall have the same effect as a positive test result under Section VI, or Section VII C.
- G. An employee shall have the right to avail himself/herself of the Employee Assistance Program no more than twice in any five year period, or three times during the employee's career in the Fire Department. An employee who tests positive after his/her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the "just cause" provision of the collective bargaining agreement. The City in its sole discretion, may permit an employee to avail himself/

In the event that negotiations for contract renewal or modification extend beyond the expiration of the 1993-1994 agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract. This continuation term shall expire with the 1993-1994 agreement and the issue of continuation will have to be renegotiated in order to apply to any agreement thereafter.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS
8th DAY OF APRIL, 1993.


FOR THE CITY

FOR THE UNION

BY ITS MAYOR:



JAMES CRAWFORD




PAUL HUFNAGEL
Its: President

BY ITS CLERK:



MARILYN SLADE



JOHN B. CUSHMAN
Its: Vice President




EMPLOYEE RELATIONS



MICHAEL HELLUM
Its: Mediation Chair

 4/2/93

APPROVED AS TO FORM BY CITY ATTORNEY



I HEREBY CERTIFY FUNDS HAVE BEEN
APPROPRIATED - CITY CONTROLLER



LABOR RELATIONS DEPARTMENT

119 N. Washington Square
Lansing Michigan 48933
(517) 483-4010

Attachment A

November 21, 1986

Cleophus Boyd, Jr.
Executive Assistant to the Mayor
Lansing, Michigan 48933

Dear Mr. Boyd:

The parties have agreed that the 1986 bargaining history with regard to Article II (1) regarding the subject of transfer shall not be invoked by the Union against the City in any future grievance arbitration, court or administrative proceeding.

This letter of understanding shall be effective with and incorporated into the 1986-1988 collective bargaining agreement.

Sincerely,

A handwritten signature in cursive script that reads "Paul Hufnagel".

Paul Hufnagel
President Lansing
Fire Fighters Local 421

MEMORANDUM OF UNDERSTANDING
REGARDING
HEALTH CARE COST FOR RETIREES

WHEREAS: The City of Lansing is currently paying the cost of health insurance premiums for retirees, and that cost has grown significantly in recent years and may continue to increase significantly in the future; and

WHEREAS: The Lansing Fire Fighters Association and the City of Lansing are desirous of continuing to provide quality health care for retirees in the future; and

WHEREAS: The City of Lansing's Pension Fund currently contains a surplus, known as the "Contingency Reserve Fund"; therefore The City of Lansing and the Lansing Fire Fighters Association do agree as follows:

That the pension fund's contingency reserve may be used to pre-fund a health care plan for retirees within the following general outline: that contingency reserve monies and City contributions will be used to create a fund which will be actuarially determined (in accordance with reasonable actuarial assumptions regarding interest and inflation rates, the rate of increase in the cost of health care premiums, etc.) to begin to provide funds to pay retiree insurance premiums in the future.

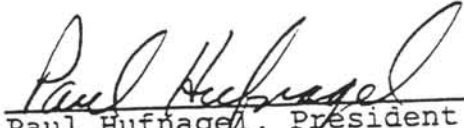
Executed this 9th day of October, 1990.

FOR THE CITY:

BY ITS MAYOR:

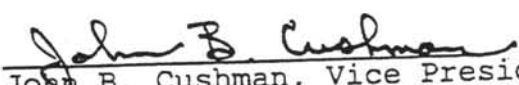

Terry J. McKane

FOR THE UNION:


Paul Hufnagel, President

BY IT CLERK:


James D. Blair


John B. Cushman, Vice President

Alvin P. Kent

APPROVED AS TO FORM BY
CITY ATTORNEY

Carl Ozanich

I HEREBY CERTIFY FUNDS HAVE BEEN
APPROPRIATED - CITY CONTROLLER
by

Richard B. Putney
LABOR RELATIONS DEPARTMENT

Letter of Agreement
between
City of Lansing and
IAFF, Local #421
Joint Labor-Management Health Care Committee

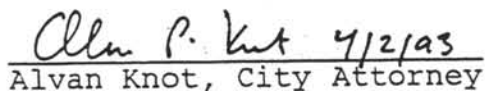
During the negotiations of the 1993-1994 collective bargaining agreement, the parties discussed the growing concern over the rising cost in health care, and mutually agreed to establish a joint labor-management health care committee. The parties agreed that the goals of this joint effort shall be to:

- fully commit themselves during the next twelve months to meet on a regular basis in order to explore health insurance alternatives for the purpose of achieving cost containment;
- target a cost containment of ten to fifteen percent (10% to 15%)
- implement, during the 1994 contract negotiations, a plan that has been mutually agreed upon that satisfactorily addresses health care cost containment of both parties.

FOR THE CITY:



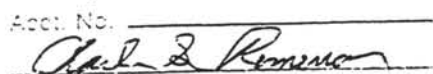
Mayor James Crawford



Alvan Knot, City Attorney




Employee Relations

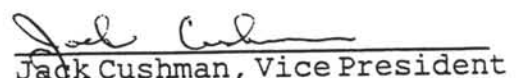
I hereby certify that funds are available
Acct. No. _____


Charles S. Remonar, Deputy Controller

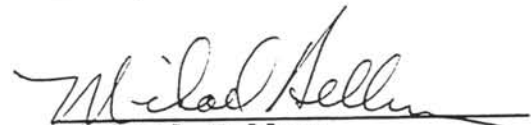
FOR THE UNION:



Paul Huffnagle
President, IAFF Local 421



Jack Cushman, Vice President
IAFF, Local 421



Michael Hellum
Mediation Board Chair

APPENDIX "A"

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

Classification		<u>Eff 1/10/93</u> Max Rate/Diff	<u>Eff 7/11/93</u> Max Rate/Diff
I	Fire Fighter I	\$37,641 (659/1,318)	\$38,055 (666/1,332)
II	Engineer II Inspector II	39,028 (683/1,366)	39,457 (691/1,381)
III	Lieutenant III Dispatcher III Maint-Alarm Specialist III	40,537 (709/1,418)	40,983 (717/1,434)
IV	Inspector IV Captain IV Training Captain IV	43,613 (763/1,526)	44,093 (771/1,543)
V	Dispatcher V Admin Asst V Chief of Maint-Alarm V	45,930 (803/1,607)	46,435 (823/1,635)
VI	Battalion Fire Chief VI Fire Marshal VI Chief of Training VI	50,228 (879/1,758)	50,781 (888/1,777)

APPENDIX "A" (cont.)

<u>Wage Progression for Fire Fighter 1</u>	<u>Effective 1/10/93</u>	<u>Effective 7/11/93</u>
	<u>EMT/Paramedic</u>	<u>EMT/Paramedic</u>
	Base/Diff.	Base/Diff.
Starting Rate	\$25,906 (453/906)	\$26,191 (458/916)
1 Year Rate	28,840 (505/1010)	29,157 (510/1021)
2 Year Rate	31,774 (556/1112)	32,123 (563/1125)
3 Year Rate	34,708 (607/1215)	35,090 (614/1228)
4 Year Rate	37,641 (659/1318)	38,055 (666/1332)

Appendix "B"
Wage Schedule
FIRE DISPATCH I

<u>Wage Progression</u> <u>Fire Dispatch I</u>	Effective	
	<u>1/10/93</u>	<u>7/11/93</u>
Starting Rate	\$21,497	21,733
One Year Rate	24,028	24,292
Two Year Rate	26,560	26,852
Three Year Rate	29,091	29,411
Four Year Rate	31,623	31,971

