

9046

6/30/89

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1292

July 1, 1986 -- June 30, 1989

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Lincoln Park, City of

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DEFINITIONS

CHARTER	Means the Charter, City of Lincoln Park
CHIEF	Means the Fire Chief or the Deputy Fire Chief or such other person named by the Commission to be acting Chief in their absence.
CITY	Means the City of Lincoln Park, State of Michigan
COLLECTIVE BARGAINING AGENT	Means the LPFFA
COMMISSION	Means the Commission of Public Safety, City of Lincoln Park
UNION	Means the officer or representative of Local No. 1292, International Association of Fire Fighters.
COUNCIL	Means Council, City of Lincoln Park
DEPARTMENT	Means the Lincoln Park Fire Department
LPFFA	Means the Lincoln Park Fire Fighters Assoc.
MEMBER	Means all Fire Personnel who are included in the Bargaining Unit represented by Local 1292, IAFF
REPRESENTATIVE	Means any elected Association official (including shift representatives) of the Lincoln Park Fire Fighters Association
SERVICE	Or length of service - shall include service with the Fire Department of the City of Lincoln Park
EMPLOYEE	Shall be deemed as member of the Lincoln Park Fire Department
COMMAND OFFICER	Or Officer in Charge - will be the most senior officer on duty among the shift personnel
CHIEF, DEPUTY CHIEF, FIRE INSPECTOR & APPOINTED ACTING CHIEF	Shall be referred to as forty (40) hour personnel

DAY Shall mean a 24 consecutive hour day for Fire Fighting Division, and a consecutive 8 hour day for the Fire Prevention Division

AGREEMENT

This Agreement entered into July 1, 1986 between the City of Lincoln Park, Michigan, a Municipal Corporation, hereinafter called the City and Local No. 1292 of the International Association of Fire Fighters, also known as the Lincoln Park Fire Fighters Association, AFL-CIO, hereinafter called the Union.

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I - PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into formal contract; to promote harmonious relations between the City and the Union, in the best interest of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE II - COVERAGE

This Agreement shall be applicable as to all employees of the Fire Department of the City except the Chief, Deputy Chief, Fire Marshall and civilian personnel.

ARTICLE III - RECOGNITION

Section 1

The City recognizes the Union and its representatives as the sole and exclusive bargaining representatives of the employees of the Fire Department.

Section 2

The City agrees not to negotiate with any Fire Fighters organizations other than the Lincoln Park Fire Fighters Association (Local 1292) for the duration of this Agreement.

Section 3

The Union bargaining representatives may be changed by the Union at any time with forty eight (48) hours notification to the City.

ARTICLE IV - DUES DEDUCTION

The City will deduct from the pay of each employee the required amount for the payment of Union Dues, fees, and assessments, upon receipt of proper authorization from the Union. Such sums, accompanied by the list of employees from whose pay they have deducted and the amount deducted from each, will be forwarded to the Union office within thirty (30) days after such collections have been made.

ARTICLE V - WAGES

Effective 7/1/86, the base wages of members shall be increased by two percent (2%).

Effective 7/1/87, the base wages of members shall be increased by three and one half percent (3 1/2%).

Effective 7/1/88, the base wages of members shall be increased by three and one half percent (3 1/2%).

Paychecks will be handed out at roll call on Friday morning. The Chief or his designee shall pick up the checks on Thursday afternoon, in order to facilitate this. It is expressly understood that such practice is an accommodation to the Fire Fighters, and that under no circumstances shall a grievance be filed should the checks, for any reason, not be available on any particular Friday.

There will also be an economic liaison between the Union and the Payroll Department to handle any problems which may arise.

Members shall address all payroll problems to the Chief prior to contacting the Payroll Department.

	7/1/86		
	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
Pipeman	\$22,972.23	\$ 883.55	\$11.04
12 months	26,418.17	1016.08	12.70
24 months	27,439.43	1055.36	13.19
36 months	29,260.71	1125.41	14.07
Engineer	\$30,365.54	\$1167.91	\$14.60
Sgt. Eng.	36,438.65	1401.49	17.52
Sergeant	36,438.65	1401.49	17.52
Lieutenant	39,475.20	1518.28	18.98
Fire Insp.	39,475.20	1518.28	18.98
Captain	39,869.95	1533.46	19.17

	7/1/87		
	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
Pipeman	\$23,776.26	\$ 914.47	\$11.43
12 month	27,342.81	1051.65	13.15
24 month	28,399.81	1092.30	13.65
36 month	30,284.83	1164.80	14.56
Engineer	\$31,428.33	\$1208.78	\$15.11
Sgt. Eng.	37,714.00	1450.54	18.13
Sergeant	37,714.00	1450.54	18.13
Lieutenant	40,856.83	1571.42	19.64
Fire Insp.	40,856.83	1571.42	19.64
Captain	41,265.40	1587.13	19.84

	7/1/88		
	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
Pipeman	\$24,608.43	\$ 946.48	\$11.83
12 month	28,299.81	1088.45	13.61
24 month	29,393.80	1130.53	14.13
36 month	31,344.80	1205.57	15.07
Engineer	\$32,528.32	\$1251.09	\$15.64
Sgt. Eng.	39,033.99	1501.31	18.77
Sergeant	39,033.99	1501.31	18.77
Lieutenant	42,286.82	1626.42	20.33
Fire Insp.	42,286.82	1626.42	20.33
Captain	42,709.69	1642.68	20.53

Employees hired after ratification, effective July 1, 1988 shall be under the following schedule:

Pipeman	\$24,608.43	\$ 946.48	\$11.83
12 month	28,299.81	1088.45	13.61
24 month	29,314.80	1127.49	14.09
36 month	30,329.80	1166.53	14.58
48 month	31,344.80	1205.57	15.07

ARTICLE VI - COST OF LIVING ALLOWANCE

Effective July 1, 1978, a Cost of Living Allowance (COLA) will be determined in accordance with changes in the Consumer Price Index (Urban Wage Earners and Clerical Workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100 Base) and hereinafter referred to as the BLS Consumer Index.

Beginning with BLS Index of September 30, 1975, as a base of zero (0), the rate will be adjusted up or down as shown by the BLS Index each three (3) months, April, July, October and January, using the BLS Index from the previous month. Effective October 1, 1982, the Cost of Living Allowance accumulation shall be rolled into base pay and shall begin with a new base of zero (0) as of that date.

The amount of COLA that shall be effective for any quarter shall be a maximum adjustment of four cents (.04) per quarter with a maximum adjustment of sixteen cents (.16) per annum. Effective October 1, 1982, maximum adjustment for any quarter shall be five cents (.05) with a maximum accumulation of twenty cents (.20) per annum.

The formula used for the above allowance shall be a once cent (.01) adjustment for each four tenths (0.4) point change in the BLS Index.

The amount of any Cost of Living Allowance in effect will be paid quarterly in a lump sum payment and shall include overtime hours.

No adjustment, retroactive or otherwise shall be made due to any revisions which may later be made in published figures for the BLS Consumer Price Index for any base month.

ARTICLE VII - CLOTHING ALLOWANCE

An annual clothing allowance of four hundred, fifty dollars (\$450.00) shall be paid to each member of the Fire Department in March of each year.

Effective July 1, 1987, the clothing allowance for each member shall be increased to five hundred dollars (\$500.00), said allowance being paid in the month of March of each year.

EMERGENCY MEDICAL TECHNICIANS CERTIFICATION

Effective July 1, 1983, all members who are certified, and maintain their certification as Emergency Medical Technicians shall be granted a two hundred, seventy five dollar (\$275.00) annual merit payment. Said merit payment to be made on a separate check and to be paid on or before

February 15th of each year. EMT certification list to be submitted by the Fire Chief July 1st of each year.

Effective July 1, 1987, the annual merit payment for all members who are certified, and maintain their certification as Emergency Medical Technicians shall be increased to three hundred, twenty five dollars (\$325.00).

Each member shall be responsible for payment of his EMT recertification costs.

ARTICLE VIII - FOOD ALLOWANCE

A food allowance in an amount equal to two percent (2%) of base pay shall be paid to all personnel who are required by departmental regulation to work twenty four (24) hour shifts. Said payment to be made no later than August 15th of each year, for twenty four (24) hour personnel during previous fiscal year.

Effective July 1, 1982, each member shall be paid an allowance of three percent (3%) of his base pay for food allowance. Same pay provisions as above.

Employees suspended from duty shall not receive food allowance for the aforementioned period of suspension.

ARTICLE IX - HOLIDAY PAY

Section 1

A member shall be entitled to the following holidays:

New Years Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	Christmas Eve
Independence Day	New Years Eve

Section 2

Holiday pay shall be made in a lump sum equal to one (1) day's base pay multiplied by twelve (12), said payment to be paid in October of each year. To be paid on a separate check.

Section 3

Payment in lieu of holiday premium pay shall be at the rate of three percent (3%) of the budgeted salary. This payment to be paid with holiday payment. New employees shall be paid for all remaining holidays after date of hire.

ARTICLE X - INSURANCE BENEFITS

Section 1 - Medical Insurance - Hospitalization

The City shall provide for all employees and eligible members of an employee's family, the following insurance coverage:

Blue Cross/Blue Shield MVF-2, Master Medical, Option III, with a \$2.00 deductible prescription rider.

Effective July 1, 1979, Medical First Aid Rider with reciprocity agreement and Reasonable & Customary cost for Doctor fees (FAC-RC-V-ST) shall be added.

New members hired on or after July 1, 1972, shall not be allowed a payment in lieu of Blue Cross/Blue Shield coverage if covered elsewhere under another Blue Cross/Blue Shield Plan.

Section 2 - Dental Insurance

The City shall provide all employees eighteen dollars (\$18.00) per month towards the dental plan as currently being provided, with employees assuming any additional cost.

Effective July 1, 1982, the City shall assume the full cost of all dental insurance premiums.

Section 3 - Life Insurance

The City shall provide the following life insurance coverage:

- 1) A \$30,000.00 Term Insurance Policy with double indemnity for active members.
- 2) A \$15,000.00 Term Life Insurance shall be continued for members who retire after July 1, 1979, under the Police and Fire Retirement system. After July 1, 1979, any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled member attains normal retirement age.

Section 4 - Insurance for Probationary Employees

Medical insurance for probationary employees shall be covered on the 6th of the month following the month of their employment.

Dental insurance for probationary employees shall be effective on the 1st of the month following the month of their employment.

Term insurance coverage will become effective immediately after the first of the month following the date of their hire.

Section 5 - Optical Program

Each employee of the Bargaining Unit shall be entitled to apply for reimbursement up to two hundred, fifty dollars (\$250.00) per contract period for expenses paid for optical care for the employee and their family. "Family" shall be defined as the immediate family living within the household. This will include the employee's spouse and children not over the age of nineteen (19) years. Provided, however, where the employee's children are handicapped and fully dependent upon the employee, the aforesaid age limit shall not apply. Optical care shall include all reasonable and necessary services rendered by licensed ophthalmologist, optometrist or optician, including the cost of examination, frames, lenses and contact lenses.

ARTICLE XI - PHYSICAL EXAMINATIONS

Section 1

The City shall provide each member with a physical examination at Oakwood Downriver Hospital every other year including, but not limited to, chest x-ray and electrocardiogram, and further shall be consistent with the physical examination program previously in effect. The City shall pay the cost of such examination.

The City shall provide flu and hepatitis B vaccinations to members at the members' request. The City shall pay the cost of such vaccinations.

Results of such tests are to be included in the member's service file. Should a member elect not to participate in this benefit due to some personal belief or reason, then such refusal shall be documented and included in the member's service file.

ARTICLE XII - SICK TIME

Section 1

The Fire Chief may, upon good cause being shown, request any member to submit to a physical or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the Fire Chief, the member's health or conduct interferes with the member's ability to perform the normal duties of a member. Any member refusing to take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical or psychiatric examination has been completed. Members off work

as a result of being ordered to submit to a physical or psychiatric examination shall receive sick leave benefits until the matter has been resolved.

Section 2

Should any member, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a member, such member shall be immediately relieved of duty, with pay, except as provided in Article XIII, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a member, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties. Costs shall be shared equally by both parties.

Section 3

Should any member be found, after physical examination, to be overweight or lacking in physical condition to such extent that, in the opinion of the examining physician, the member is unable to perform the normal duties of a member, and said physician having prescribed a course of diet, exercise or both to return said member to a condition wherein he is able to perform the normal duties of a member, said member shall not be relieved of duty so long as he shall be following the direction of said physician.

Section 4

The cost of any examination ordered by the Fire Chief, physical or psychiatric shall be paid by the City. The result of such examination shall be made available to the member and/or his own physician, in addition to the Fire Department. The result of said examination shall not be made available to any other person, except by written authorization executed by the member.

ARTICLE XIII - SICK LEAVE USAGE POLICY

It is the joint goal of the City and the International Association of Fire Fighters to eliminate any and all unauthorized or unnecessary sick leave among members and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

Section 1

The City will provide unlimited sick leave for all appointed members.

Section 2

Whenever a member shall call in sick more frequently than five (5) incidents in a calendar year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the fiscal year, as a condition precedent to being paid for such leave.

Section 3

Whenever a member is absent due to illness for a period in excess of three (3) consecutive working days, said member shall be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided, however, that where the Chief or his designee, may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief or his designee.

Section 4

Whenever a member becomes ill or injured while in the employ of another employer or while the member is self employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workers' Compensation benefits, then in such event he shall be eligible for City sick leave benefits. It shall be the obligation of the member to immediately report any off duty employment related injuries or illness. Until a determination is made that the injury or illness is work related by the Bureau of Workers' Disability Compensation, the member's sick leave request shall be honored. Upon determination that an illness or injury is work related, the member shall assign all Workers' Compensation paid for work loss benefits to the City, and shall be classified as disabled.

Section 5

All members, immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form, which shall be provided by the City. This form shall include a place for the member to indicate the nature of

their illness or reason for sick leave. Falsification of a sick leave form shall subject the member to disciplinary action.

Section 6

Extended sick leave for the purposes of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave.

Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or treatment of his own personal physician, the member may consent to the release of such medical information by his physician to the City.

Section 7

If a member has a medical problem which in the opinion of a qualified physician is nonrehabilitative, the disposition shall be determined in accordance with the provisions of this Agreement and the Police & Fire pension system.

Section 8 - Light Duty Assignment

Light duty shall be provided for members who incur an injury or illness and who are unable to carry out regular fire fighting duties. The member may return to work, with the express written approval of his treating physician, provided:

- 1) He has been off work for four (4) consecutive duty days with the same injury or illness.
- 2) He is capable of performing light housework, subject to the restrictions set by his physician.
- 3) He is capable of fulfilling all duties associated with the position of houseman.
- 4) He is capable of getting downstairs in a reasonable length of time.

No more than two (2) members may be assigned to light duty. If two (2) members from the same unit are assigned light duty, the Chief may switch one member to the other unit. Those members assigned to light duty shall not be counted as an Officer or as an Engineer.

Section 9 - Sick Leave Incentive Program (S.L.I.P.)

Effective July 1, 1982, members shall be entitled to the Sick Leave Incentive Program benefits in accordance with the following schedule:

Zero (0) Sick Leave Incidents per Fiscal Year	\$240.00
1 Sick Leave Incidents per Fiscal Year	160.00
2 Sick Leave Incidents per Fiscal Year	80.00

Payment of Sick Leave Incentive benefits shall be made on a separate check, payable on or before July 15th of each year. Terminating employees shall be paid for all earned S.L.I.P. benefits, but under no circumstances shall any S.L.I.P. benefits be pro-rated at date of separation.

Effective July 1, 1987, the Sick Leave Incentive Program benefits shall be paid in accordance with the following schedule:

Zero (0) Sick Leave Incidents per Fiscal Year	\$300.00
1 Sick Leave Incidents per Fiscal Year	160.00
2 Sick Leave Incidents per Fiscal Year	80.00

ARTICLE XIV - SPECIAL LEAVES

Section 1 - Personal Leave

On July 1st of each year, members shall be granted personal leave time in accordance with the following schedule:

Fire Fighting Division	96 hours
Fire Prevention Division	96 hours

Members shall be permitted to take personal leave time in time increments of no less than two (2) hours subject only to minimum manpower requirements. The maximum amount of personal leave time that can be carried over beyond the end of each fiscal year may not exceed one hundred and twenty hours (120). Personal leave time may not be transferred from one member to another in order to subvert the intent of this provision.

LETTER OF AGREEMENT

ARTICLE XIV (SPECIAL LEAVE)

SECTION 2 SUPPLEMENT 12-27-84

When a manpower shortage occurs due to a man on personal leave time at 0800, the officer in charge will try to locate the person on personal leave time. If said person can be located, he can agree to come to work voluntarily. If he

cannot be located or does not agree to come in, the City will be responsible to maintain minimum manpower requirements.

The Union will encourage its members to make an effort to come in to help defray the cost of overtime.

SECTION 3

If a member requests personal leave time at 0800 in less than a 24 hour period, he can be "BUMPED" by a more senior (department seniority) member up until 2000 the night before. The member requesting the personal leave time must check with the officer in charge to see if he has been "BUMPED". If he has, he must report to work at 0800 of the day requested.

Frank Ungar - Fire Chief David P. Allstaedt - President
City of Lincoln Park Local 1292

Section 3 - Union Leave

The City shall credit the Union bank with 192 hours annually to be used by the Union President, Vice President, Secretary, and Treasurer, and Health & Safety Committee or their respective alternates to attend conventions, meetings and seminars. This time may also be used to compensate employees called in to replace them. Union leave time shall be taken in increments of no less than two (2) hours. Said time is subject to minimum manpower requirements and shall not carry over into the next fiscal year. Said time to be credited July 1 of each year.

Section 4 - Bereavement Leave

Upon showing of necessity to the satisfaction of his Department Head, an employee will be granted two (2) twenty four (24) hour working days, commencing from time Fire Fighter leaves Station, with no loss of pay, for the purpose of attending the funeral of:

- | | | | |
|--------|------------|---------|---------------|
| Spouse | Child | Sister | Mother-in-law |
| Parent | Step Child | Brother | Father-in-law |

Provided, however, that an employee shall receive one (1) day's leave with pay upon delivery of a death certificate to attend the burial of :

- | | | |
|----------------|-----------------|-------------|
| Sister-in-law | Stillborn Child | Grandmother |
| Brother-in-law | Grandchildren | Grandfather |

Section 5

Should funeral leave, as contemplated by the terms of this Agreement, occur during a vacation, an additional two (2) days (forty eight hours (48)) shall be allowed such

member over and above vacation time.

Section 6

Fire Prevention Personnel shall be entitled to the same bereavement leave provisions as provided to the Fire Chief.

Section 7

Whenever a member shall be scheduled for required EMT training, any member called in to replace said member during his absence shall be compensated in accordance with the overtime provisions of this Agreement. Where the ninth (9th) man shall have reported for duty on such days when a member is scheduled for required EMT training, the ninth (9th) man may request personal time off. However, every effort shall be made not to conflict with EMT training schedules.

ARTICLE XV - LONGEVITY

Members shall receive the following annual longevity payments based on the employee's date of employment with the City:

1 to 5 years	1% of base pay
6 to 9 years	2% of base pay
10 to 14 years	3% of base pay
15 to 19 years	4% of base pay
20 to 24 years	5% of base pay
25 years and over	6% of base pay

Longevity payments will be made to each member through a separate check on the 15th or 30th of the month after the member's anniversary date. Such payment shall be pro-rated on a member's separation from the Department for any reason other than retirement or death.

ARTICLE XVI - OVERTIME (CALL BACK AND HOLD OVER)

Section 1

Call back is defined as the call back of a member after he has reported off duty and before his next following tour of duty. Call back is further defined to include "on-duty" status during such reasonable travel time to and from such residence and/or location at which a member may be contacted for return to duty for any Fire Department purpose.

Section 2

Members shall be paid at one and one half (1 1/2) times for any call back, with a minimum of four (4) hours at one and one half (1 1/2) time.

Section 3

When a member is required to stand by for a possible call to duty, he shall be entitled to one half (1/2) time for said period, four (4) hours being the minimum to which he shall be entitled. On being called to duty while on stand by status, said members shall be granted time and one half (1 1/2) for duty worked above or beyond regularly scheduled duty hours.

Section 4

When a member is required to work over from his regularly scheduled tour of duty, he shall be entitled to a minimum of two (2) hours per occasion. The first 3.6 hours shall be at straight time within any one week period.

Section 5

Effective 7/1/84, members will be compensated for all overtime hours worked at a rate of one and one half (1 1/2) times their straight hourly rate.

ARTICLE XVII - VACATIONS

Section 1 - Fire Fighting Division

Effective upon the completion of one (1) year, members shall be entitled annually to a summer vacation of five (5) twenty four (24) hour days and a winter vacation of five (5) twenty four (24) hour days which shall total ten (10) twenty four (24) hour days per year. Beginning on the 6th year and thereafter, the number of annual vacation allowance days shall be in accordance with the following schedule:

1 to 5 years	10 (24 hour) days
6 to 14 years	11 (24 hour) days
15 to 19 years	13 (24 hour) days
20 years and over	14 (24 hour) days

Additional furlough time shall be granted with the Fire Fighting Division as follows:

Captains & Lieutenants	3 (24 hour) days
Sergeants (or Sergeant Engineers)	2 (24 hour) days
Engineers	1 (24 hour) day

Members may add such additional bonus time to personal leave and, if so, then must follow the requirements of personal leave provisions.

Section 2 - Fire Prevention Division

There will be an adjustment in the Fire Prevention

Division as follows effective July 1, 1984:

- 1) Chief
- 2) Deputy Chief
- 3) Fire Marshall
- 4) Fire Inspector

The Fire Inspector shall remain as a Union member. It is further agreed that should any future attrition or layoffs occur during the effective term of this contract, the Fire Inspector shall return to the Fire Fighting Division within thirty (30) days with no loss of rank or pay. Lieutenants pay and benefits.

All employees in the Fire Prevention Division shall be entitled to a summer vacation consisting of ten (10) eight (8) hour days plus a winter vacation consisting of ten (10) eight (8) hour days which shall total twenty (20) eight (8) hour days per year. Beginning on the 6th year and thereafter, the number of annual vacation allowance days shall be in accordance with the following schedule:

Probation to 5 years	20 (8 hour) days
6 to 14 years	22 (8 hour) days
15 to 19 years	26 (8 hour) days
20 years and over	28 (8 hour) days

Additional furlough time shall be granted within the Fire Prevention Division as follows:

Fire Inspector	9 (8 hour) days
----------------	-----------------

Members may add such additional bonus time to personal leave, and, if so, then must follow the requirements of the personal leave provisions.

Section 3

Employees will be eligible for vacations subject to the requirements of this Agreement.

Section 4

The anniversary date of service shall be measured by reference to the original date of appointment to the Fire Department.

Section 5

Winter vacations shall be taken between January 1st and June 30th. Summer vacations shall be taken between July 1st to December 31st.

Section 6

Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the summer or winter vacation periods above set forth. Selection shall be based upon seniority first. Each unit shall select independently of the other. Two (2) men will be allowed on vacation at the same time. Any additional men will be allowed off subject to manpower. Selection of all vacation days and special leave days may be made until 0800 of day desired.

A member shall be allowed to take his vacation one day at a time. If a member elects this method, he must so designate his intentions and refrain from putting his name on the vacation sheet.

Section 7

When a member is involuntarily transferred to another unit, his vacation will remain the same two (2) week period if elected. The City will be required to maintain minimum manpower requirements since all other vacations will remain constant.

Section 8

Any member will be allowed to carry over one earned vacation to the next vacation cycle providing he does not interfere with another vacation. Carry over vacation time off shall be subject to the minimum manpower provisions of this Agreement. All leave days shall maintain the same status that they have at the time of approval by the officer in charge, ie. a carry over vacation day may not be changed to a regular vacation day without the member's permission.

Section 9

In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division, or vice versa, his vacation and sick leave credits shall be prorated accordingly.

Section 10 - Bonus Furlough Time

(a) Each employee shall receive one (1) twenty four (24) hour additional vacation day (bonus) if he is not off work due to illness more than three (3) days in one fiscal year period.

This time when taken, shall not conflict with any other man's vacation period or conflict with the department's minimum requirements.

(b) An employee of the Fire Inspection Division shall receive three (3) additional vacation days (bonus) if he is not off work due to illness more than three (3) days in a one year period. This time when taken shall not conflict with any other man's vacation period or conflict with the Department's minimum manpower requirements.

(c) Members shall have the option of either selling the day back or using said day as furlough time. Members entitled to said incentive payment shall make their election as to crediting the furlough or accepting cash payment no later than July 1st of each year. Members shall be paid on the cash option no later than August of each year.

Section 11 - Requirements Governing Additional Furlough Time

- 1) Time shall be given on the 1st of July of each year.
- 2) Newly promoted personnel shall be entitled to this furlough on a prorated basis until July 1st following promotion, at which time they shall start receiving the full benefit.
- 3) This time shall be used in the fiscal year in which it is given and cannot be carried over.

LETTER OF AGREEMENT

ARTICLE XVII (VACATIONS)

SECTION 8 REVISED 12-27-84

Any member will be allowed to carry over one earned vacation to the next vacation cycle. Carry over vacation days and 24 hour personal leave time days shall be subject to minimum manpower requirements with the following exception:

If a member requests a carry over vacation day or a 24 hour personal leave time day anytime within 140 hours prior to the day requested and manpower requirements are met at the time of the request, his day will be granted and remain as written and not be subject to minimum manpower requirements of this Agreement.

FURTHERMORE, All leave days requested and approved will not be subject to "BUMPING" by other members if within the 140 hour period!!!

This Agreement can be reviewed after 6 months on July 1, 1985 and re-opened by the Chief.

Frank Ungar - Fire Chief
City of Lincoln Park

David P. Allstaedt - President
Local 1292

ARTICLE XVIII - TERMINATION BENEFITS

Section 1 - Severance and Layoffs

In case of layoff from the Department, a member shall receive his Blue Cross/Blue Shield and Life Insurance coverage for a period of three (3) months from the date of his separation, except in cases of voluntary resignation.

Section 2 - Termination Allowances - On Retirement or Death

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date, due to retirement or death, shall receive the longevity, holiday and clothing allowance which would be due for the fiscal year in which termination occurs. Such payments to be made on the date of termination, providing at least two (2) weeks notice has been given.

In the event that termination occurs after the attainment of his/her anniversary date, due to retirement or death, the member shall receive the full longevity allowance for that anniversary year.

Section 3 - Benefits at Death

In the event termination is due to a member's death, said terminal benefits shall be paid his/her beneficiary, heirs or estate.

Section 4 - Payments for Vacation Time

Each member shall be entitled, on his resignation or retirement, to receive any leave or vacation time accruing to said member. On death, such accrued time shall be paid to his beneficiaries, heirs or estate.

Members may sell back unused vacation days to the City, provided, however, that there are sufficient funds in the overtime budget to fund this. A list of those wishing to sell back days will be established by seniority and all members wishing to participate will have the opportunity to sell back one day before any member may sell back more than one day.

ARTICLE XIX - UNION SECURITY

Section 1

It shall be a continuing condition of employment that all members who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the

Union and who do not become and remain members of the Union, pay a service fee proportional to the Union's collective bargaining costs including costs of collective bargaining and contract administration, the amount of which fee the Union shall certify to the City. At no time shall the fees be higher than the Union dues, fees, assessments, (hereinafter referred to as collective bargaining service fee), such fee to be paid to the Union treasurer. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Commission.

Section 2

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

Section 3

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

Section 4

The Commission of Public Safety will notify all such persons in writing to this effect, forms to be supplied by the Union.

Section 5

The Fire Fighters Association shall indemnify the City against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken, or not taken, by the City for the purpose of complying with the provisions of this Article.

ARTICLE XX - UNION ACTIVITIES

Section 1

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement. Men called in to meet the manpower requirements

shall be compensated at straight time.

Section 2

The Union shall be provided with suitable board space 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 therefore.

There will be an "In-Out" board established for the Fire Prevention Division. Said board will be in plain view of the watch room of the station. The Union agrees to fund the expense of this board and reserves the right to select the board to be used.

Section 3

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

Section 4

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiations, to express or communicate any view, grievance complaint or opinion related to the conditions or compensation of public employment or their betterment, (as outlined under the provisions of Public Act 379 and subsequent addendum) all free from any and all restraint, interference, coercion, discrimination or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE XXI - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Section 2

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organization represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

Section 3

Nothing contained herein shall be construed to deny or restrict any Firefighter the right he may have under all civil laws and regulations. The rights granted to Firefighters hereunder shall be deemed to be in addition to those provided elsewhere.

Section 4

The commission and City agrees to follow the provisions of P.A. 379 in the resolutions of grievance as it applies to an individual. It is further agreed that the resolutions to problems must have the approval of the Association.

Section 5

The Commission agrees that the rules, regulations, and directives will not conflict with the terms and provisions of the Master Agreement.

ARTICLE XXII - PLATOON STRENGTH

Section 1

It is agreed by the parties that at least eight (8) men will be on duty within the City except as provided in Section 1 and 3 of this Article. The eight (8) man platoon will consist of a minimum of two (2) Officers and two (2) Engineers. When a platoon of the Department is reduced below the aforesaid levels, for any reason, the Officer in charge shall refer to the overtime list and call in the necessary number of personnel to comply with minimum manpower requirements. Under this situation, a member may be ordered in under the guidelines as for an emergency call back.

The intent of Section 1 is that department personnel may be sent on reasonable short errands out of the City for department business.

Section 2

A roster of each member of the Fire Department shall be prepared by the Union and approved by the Chief and posted on bulletin boards and submitted to the Local's Secretary which will allow for a uniform method of rotation of off duty men.

Section 3

The City will agree to maintain minimum shift strength on Mutual Aid calls of prolonged duration. The parties agree that these decisions on manpower will be the responsibility of the Command Officer in charge. The intent of the parties under this section is to maintain as much consistency in

administration as is possible. Some of the items to be considered by the Command are obviously the length of time involved, number of men requested, and maintaining the minimum number of men in Lincoln Park to provide services.

Section 4 - Sergeant Engineer Positions

The City shall promote the two (2) highest seniority engineers to the rank of Sergeant Engineer. This promotion shall be without examination and will be offered to the highest seniority engineers interested in such promotion.

The Sergeant Engineer shall be primarily assigned to engineer duties but shall serve as an officer in the absence of a regular line officer. The Sergeant Engineer will not have any command responsibility at such times as a command officer is on duty. The Sergeant Engineer will serve only when there are three (3) engineers and one officer on duty. Provided however, that the Sergeant Engineer may be assigned command responsibility in the absence of a command officer who is off on personal leave time. The Sergeant Engineer will never be the "Officer in Charge".

ARTICLE XXIII - DEPARTMENT MANPOWER

Department manpower will be maintained at not less than the following:

Chief	(1)	Lieutenant	(4)
Deputy Chief	(1)	Sergeant	(6)
Fire Marshall	(1)	Sgt. Engineer	(2)
Fire Inspector	(2)	Engineer	(10)
Captain	(2)	Pipeman	(9)

Pipeman vacancies are to be filled within ninety (90) days of the date that such vacancy occurs. Provided however, that no grievance shall arise as a result of this provision where the delay in filling such vacancies shall be beyond the control of the City.

ARTICLE XXIV - LAYOFFS

Section 1

In the event the City determines that a layoff is necessary, the City will notify and within five (5) days establish a meeting with the Fire Fighters Association to review the reason for the cutback, and attempt to agree to a procedure to accomplish the objective. In the event the Fire Fighters Association does not agree with the basis for the cutback, the Fire Fighters Association will have ten (10) days to file the issue for arbitration. If the parties cannot agree on an arbitrator within then (10) days from the Fire Fighters Association's notice to file, the Fire Fighters

Association will file for the arbitrator with the American Arbitration Association.

Section 2

The employee with the least seniority shall be laid off first. In the event layoffs result in demotions, they shall be made among all members according to least seniority in rank.

(a) The last member promoted in rank shall be the first member reduced in rank.

(b) Members with the most seniority in rank shall be recalled first.

(c) No new employees shall be hired until all laid off members have been given an opportunity to return to work.

Section 3

Notice of recall shall be sent by registered mail, with a copy furnished to the Lincoln Park Fire Fighters Association and to the member at his past address as officially recorded with the City. The member shall be responsible to respond to the recall notice within a period of ten (10) working days, excluding holidays and weekends. Failure to respond timely under this Article may cause forfeiture of his right to recall.

NOTE: Demoted in rank in the Article does not refer to demotions for discipline.

ARTICLE XXV - SENIORITY

Section 1 - Probationary Employees

(a) New employees hired in the unit shall be considered probationary employees for the first eighteen (18) months of employment. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and disciplined employees for other than Union activity.

(b) Seniority and anniversary dates will be determined to be of the first day which an employee is entered on the payroll. If said date is applicable to more than one employee, the Commission shall by resolution determine the order of employment for seniority purpose. Said seniority date as defined will be applicable in all matters when an employee's seniority is a determining factor.

(c) Probation may be extended only to the amount of

days attributed to illness above three (3) days (see wages).

(d) Probationary employees shall be provided at the expense of the City, with an initial uniform consisting of the following:

1 Turnout Coat (Nomex)	3 Sets of Greens
1 Pair Boots	1 Pair Shoes
1 Helmet	1 Uniform Jacket
1 Pair Rubber Gloves	1 Black Belt
1 Pair Kynol Gloves	1 Uniform Hat
Sufficient Name Plates	

The City shall provide for the replacement of personal protection equipment required by MIOSHA Standard - Part 74, Rule 7431.

New members hired on or after July 1, 1988 shall be provided at the expense of the City, with a dress uniform consisting of the following:

1 Blouse	1 Short Sleeved Shirt
1 Pair Pants	1 Long Sleeved Shirt
1 Additional pair of shoes	

Said members shall not receive a clothing allowance during the first twenty four months (24) of their employment with the Department.

(e) Employees not successfully passing probation shall have all applicable benefits prorated at the date of termination.

Section 2 - Seniority Lists

(a) Seniority shall not be affected by race, sex, marital status, or dependents of the employees.

(b) The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The City shall keep the seniority list up to date at all times and shall provide the Local Union President with copies upon request.

(d) Seniority on each job classification list shall entitle the member to the benefits of this classification.

Section 3 - Loss of Seniority

An employee shall lose his seniority for the following reasons only:

(a) An employee who quits or resigns shall lose his department seniority.

(b) He is discharged and the discharge is not reversed through the grievance procedure.

(c) If he does not return to work when recalled from layoff due to cutback of personnel, as set forth in the recall procedure.

ARTICLE XXVI - HOURS OF EMPLOYMENT

Section 1

The work schedule of employees shall be, for the Fire Fighter Division, as prescribed by Act 125, PA of 1925, as amended by Act 115, PA of 1965, as amended. The average weekly work schedule of employees of the Fire Fighter Division shall be 50.4 hours.

Work schedule of the members of the Fire Prevention Division may be altered by mutual consent of the Union, Inspector and the Fire Chief. Work week of the Fire Prevention Division will consist of forty (40) hours per week.

In recognition of the unusual hours worked by Fire Fighters necessitating their absence from home over long periods of time, a special duty allowance of two hundred, seventy five dollars (\$275.00) shall be granted to Fire Fighters effective 7/1/83. Said annual allowance shall be in lieu of shift differential and shall be paid on a separate check on or before July 15th of each year.

Section 2

Subject to departmental manpower requirements, and approval of the Command Officer, employees shall be permitted to voluntarily trade work or leave days.

Section 3

In the event of a fire or fires requiring the member to work longer than the regular tour of duty, it shall be the responsibility of the Officer in charge to see that these men are relieved by the oncoming unit as speedily as possible.

Section 4

All employees shall be required to report to work on time, shall not leave the job early unless properly relieved, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

ARTICLE XXVII - PROMOTIONS

Section 1

(a) When a vacancy occurs above the rank of Pipeman, in any position, it shall be posted for a period of two (2) weeks to give the members in the next lower rank to equal opportunity to bid for the vacancy. All vacancies above the rank of Pipeman, in any position, shall be filled within sixty (60) days, unless held up by the Union.

(b) The appointment of the Chief, Deputy Chief, and Fire Marshall shall be made by the Commission (from within the ranks, not subject to the regular promotional procedure).

(c) If a new job classification is created and a pay raise is incurred, promotion will be made through normal promotional procedure.

Section 2 (at the Union's request)

(a) From the names of the candidates the four (4) members with the most seniority in the next lower rank shall be given the opportunity to take the examination.

(b) Multiple Promotions (at the Union's request)

Only one (1) additional candidate from the job classification seniority list shall be given the opportunity to take the examination for each additional opening.

Only the four (4) most senior men examined shall compete for a single promotion.

After all points are distributed, the man with the most points among the four (4) most senior men shall be promoted. After the first promotion is made, the fifth (5th) man would then be moved up to the fourth (4th) position for the second promotion. The most senior man among these four (4) candidates will receive five (5) union points. No candidate will receive more than five (5) points.

The Union shall have five (5) points for each additional promotion. The point system provided in Section 5 shall be applied to both the attainment of a particular position and the ranking of the newly promoted men amongst each other for job classification seniority.

(c) Said graduation of rank in the Fire Fighting Division shall progress as follows:

- 1) Pipeman and Engineers or Sgt. Engineers
- 2) Sergeant
- 3) Lieutenant
- 4) Captain

The senior Lieutenant will automatically move into the rank of Captain upon the occurrence of an opening in the Captain's rank.

(d) Candidates for promotion into the Fire Prevention Bureau shall be selected from the top four (4) senior men from the highest rank progressing downward from the job classification list.

Section 3

The Deputy Chief by virtue of his rank, is a member of the Fire Prevention Bureau.

Section 4

Examination shall be by validated testing. Notice of the time and place and purpose of every examination shall be given by the Commission of Public Safety by publication on the Union bulletin board at least two (2) weeks preceding examination.

All promotions to positions or ranks in the Department will be made as scheduled.

Section 5 - Seniority Points

Promotion shall be made on the highest number points scored. Division of points shall be as follows:

- (a) Years of service times two (2) plus two (2) additional points if six (6) months or over.
- (b) Union shall have five (5) points, said points to be awarded to the senior candidate on the job classification list.
- (c) Chief and each Commissioner will delegate 0-3 points in each of the following categories except under Verbal Skills where Chief and Commissioner will delegate 0-2 points. (The following is a sample of Point Delegation.)

DATE:	NAME:	COMMISSIONERS:							
POINTS	CATEGORIES	#1	#2	#3	#4	#5	Chief	Total	Average
0-3	Exp/Educ.	2	3	3	2	3	2	15	2.5
0-3	Mgt/Ability	1	2	2	3	3	1	12	2
0-3	Work Record	3	3	3	3	3	3	18	3
0-3	Attitude	3	2	3	2	3	3	16	2.7
0-3	Leadership Sk	2	2	2	2	3	2	13	2.2
0-2	Verbal Skills	2	2	2	2	2	2	12	2
0-3	Attendance	2	2	2	2	2	2	12	2

20 16.4*

*This candidate received a 16.4 out of possible 20 points total.

A general clarification of the "categories" is as follows:

EXPERIENCE - Any job related duties which have helped to prepare the candidate for the promotion.

EDUCATION - Any classes, seminars, demonstrations, etc. which are fire and/or EMT related.

MANAGEMENT ABILITY - Daily record keeping abilities, awareness of rules and regulations, contract knowledge, fire reports, etc.

ATTITUDE - The candidate's general disposition toward work, fellow employees, officers and general public.

WORK RECORD - How well the candidate has performed his duties.

LEADERSHIP SKILLS - The ability to organize, direct, and control men at and during an emergency situation as well as at the station.

VERBAL SKILLS - How well the candidate communicates thoughts, ideas and orders when dealing with peers and public, etc.

ATTENDANCE - The candidate's (PREVIOUS FIVE YEAR) attendance record will be examined. The points will be assigned per year, then averaged. Sick leave of two (2) or more continuous days is counted as only one sick day. Duty related sick days will not be included.

0-3 days = 3
4 days = 2

5 days = 1
6 plus days = 0

(d) A pre-evaluation of the promotional candidates will take place two weeks prior to promotions. It will consist of the same "form" and point system used in Section (c). The candidates will be evaluated by the Chief or Deputy and two (2) other senior officers (senior to the candidate) who have actually worked with the candidates for a reasonable amount of time. The Chief will actually choose three (3) senior officers so as to allow the candidate to eliminate one of the other three (3) for "personal reasons". The pre-evaluation must be shown to the individual candidates one week prior to the actual promotion. The information will be used solely as references by the Public Safety Commission during the actual promotional procedure. The only exception in this procedure will be for the Captains and Inspectors promotions, for which the Chief and Deputy and one (1) senior officer will do the pre-evaluation. The Inspector is not to serve as an evaluator.

If a senior officer is not available, the Chief and Deputy will do pre-evaluation for Captains and Inspectors and if either Chief or Deputy is not available, he shall be replaced by an officer with most senior rank. Nothing will preclude the Commission from having access to any candidate's total personnel file.

(e) Applicants "raw" test score shall be added to the total after all points have been distributed. (see Letter of Explanation)

LETTER OF EXPLANATION

The term "raw test score" contained in Article XXVII - Promotions, Section 5 (e), recently amended and ratified by the Local 1292, International Association of Fire Fighters and the City of Lincoln Park, was discussed by both sides to determine and clarify the meaning of said term. The meaning intended is that the number of correct answers shall be expressed as a percentage of correct answers in ratio to the total number of possible correct answers.

(f) Applicant's examination paper shall be identified by a number picked by him before examination begins.

(g) A Union Representative shall be present at the written examination and at time of reconciliation of scoring in accordance with part (e) of this section. A Union Representative may be present during oral interview with the consent of the applicant.

(h) When a promotion is made under the provision of this section, the promotion shall be deemed complete and the appointee shall receive full status after the expiration of a period of one (1) year. Newly promoted personnel shall receive corresponding pay and fringe benefits for that grade

immediately upon promotion.

(i) If the appointee is shown not to be qualified for the position, he shall be returned to his former position and the complete examination be rescheduled. The reason for such disqualification shall be presented to the Union. The decision on the disqualification may constitute a grievance and be processed accordingly.

(j) The Chief and each Commissioner will use and sign a separate form as set forth in subsection (c) above for delegation of points. A brief explanation, on the same form, shall be written for all "0" and "1" points given.

The final evaluation sheet shall be made available to the candidate upon request.

Section 6

All appointments and promotions shall be made from the ranks, providing the member appointed or promoted qualifies for the position.

Section 7

All employees who were on the payroll as of July 1, 1975, will follow the existing examination procedure, in effect at that time, for promotions.

All new employees hired after July 1, 1975, will follow examination procedures that require examination and placement as an Engineer prior to being eligible for examination for Sergeant.

Section 8

This contract may be re-opened for the limited purpose of discussing promotions within the Department. The re-opening may be initiated by the City or the Association upon written notice given to the other party.

ARTICLE XXVIII - DISCIPLINE

Section 1

Disciplinary action shall be defined as any action taken by the City against an employee for misconduct, including, but not limited to, violations of department rules and regulations, violations of provisions in this contract prescribing misconduct and conduct unbecoming a City employee. Disciplinary action may consist of the following:

- | | |
|----------------------|---------------------------|
| A) Oral Reprimand | C) Suspension Without Pay |
| B) Written Reprimand | D) Discharge |

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

No employee shall be removed, discharged, reduced in rank or pay, or suspended, except for just cause, and he shall be furnished with a written statement of the charges and the reason for such action within seventy two (72) hours and all charges shall be void unless filed within thirty (30) days of the knowledge of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be on the City to justify the action complained of. In any trial board proceedings the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel, and shall be afforded due process.

Section 2

Any formal disciplinary action will be directed to the employee or employees involved with a carbon copy to the Union.

Section 3

The City will agree that records of disciplinary actions more than two (2) years from date of last disciplinary action, will not be used in future disciplinary actions. Complaints - No complaint will be retained that is not dated and signed.

In the event the complaint is appropriately presented, the employee or employees involved will have the right to face their accuser. If the accuser refuses to meet as agreed, the letter will have no effect. After a proper interview with the complainant, the Chief will conduct an investigation and make a determination for ensuing action based thereon.

All disciplinary action is subject to the grievance procedure.

ARTICLE XXIX - MAINTENANCE OF CONDITIONS

Section 1

Hours and conditions of employment in effect at the execution of the Agreement shall, except as amended herein, be maintained during the terms of this Agreement. This Agreement shall supercede any rules and regulations inconsistent herein.

Section 2

The City will make no unilateral changes in hours and conditions of employment during the terms of this Agreement, contrary to the provision of this Agreement or Section 17-445 (15) of the Public Employees Relations Act of 1965 of the State of Michigan.

Section 3

The Commission of Public Safety retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Lincoln Park.

Section 4

The exercise of these powers, rights, authority, duties and responsibilities of the Commission of Public Safety and the adoption of such rules, regulations and policies as the Commission of Public Safety may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 5

(a) All rules, regulations, directives and orders will be implemented in a non-arbitrary and non-capricious manner.

(b) It is further agreed that these rules, regulations, directives and orders will be fair and reasonable.

(c) All rules, regulations, directives and orders will be subject to the grievance procedure.

(d) An additional meeting between the City and the Association will be held within thirty (30) days of ratification.

(e) At this meeting, the Association will propose changes to the rules, regulations, directives and orders.

(f) If, at the conclusion of this meeting, the Association still is not satisfied with these rules, regulations, directives and orders, they may challenge and/or change them through binding arbitration.

(g) Agreement implementation meeting shall be held between the representatives of the City, Chief or Deputy Chief or both and the Association negotiating team on the last Tuesday of every month.

The purpose of these meetings will be to review the administration of the contract and resolve problems. It is intended that these meetings will produce a high level of

mutual understanding and that problems will be resolved on an equitable basis.

When a mutually acceptable amendment of the Agreement results, it will only become valid when ratified by the City and the Association.

ARTICLE XXX - NEW ORDERS

The parties agree that in the future, any new order issued by the Chief of the Fire Department shall be posted in conspicuous places around the Fire Department building, and such order shall not go into effect for a period of seven (7) days following the date of posting. During that seven (7) day period, the Union has the right to meet and discuss with the Chief about any aspect of the posted order which the Union feels may be detrimental to its membership.

The Chief and the Union shall endeavor to resolve their differences in a mutually beneficial manner. If there is a dispute between the Chief and the Union concerning a posted order, the order will not go into effect until the problem is presented to the Public Safety Commission, and their decision is made. Should the Union still oppose the implementation of the order after it has been implemented, it shall initiate a grievance contesting such order at the appropriate level.

ARTICLE XXXI - CONTRACT ADMINISTRATION

If during the life of this Agreement, problems arise in the administration of the various provisions of this Agreement, a meeting will be established between the parties on the third (3rd) Tuesday of the month.

Items for discussion must be submitted to the Chief the Tuesday preceding the date set for the meeting. Similarly, items the City wishes to discuss will be presented to Local 1292 one (1) week prior to the meeting (no agenda - no meeting). Minutes must be kept and published for all meetings at the City's expense. When agreements are made which alter the contract, both parties must ratify.

ARTICLE XXXII - GRIEVANCE AND ARBITRATION

Section 1

Should any differences, disputes or complaints arise as to the meaning of application of the provisions of this Agreement, such differences shall be resolved in the following manner:

(a) An aggrieved employee, through the Union, or the Union, in behalf of one or more employees or in its own behalf, may initiate a grievance by submitting such grievance

in writing thirty (30) days after the occurrence or commission giving rise to the grievance (or within thirty (30) days after the Union receives notice thereof, if later). The Chief shall reply in writing within ten (10) days thereafter.

(b) If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Commission of Public Safety ten (10) days following the reply of the Chief, or if no reply has been received from the Chief within ten (10) days following the submission of the grievance under (a), within the next ten (10) days. The Commission of Public Safety shall reply in writing within fifteen (15) days thereafter, or three (3) days after the first meeting. The parties agree to a pre-arbitration step to resolve grievances.

(c) The Union may within a thirty (30) day period after the previous step submit any pending differences, disputes or complaints to arbitration.

An extension of the time limits can be obtained at any time in writing if mutually agreeable with the Union and the Commission. Both organizations shall receive a copy of the extension agreement.

(d) Arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by its rules.

(e) The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

(f) The decision of the arbitrator shall be final and binding within his jurisdiction of all parties. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator.

(g) The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one half (1/2) by the Association and one half (1/2) by the City, and all other expenses shall be borne by the party incurring them.

Section 2

Grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

Section 3

The Union shall have exclusive authority to initiate, pursue and adjust grievances under this Article.

ARTICLE XXXIII - FIRE INSPECTOR'S TECHNOLOGICAL BONUS

Effective July 1, 1986, Fire Inspectors will receive a bonus in the amount to three percent (3%) of their base wage as an annual payment for technological knowledge that they possess. Said lump sum to be paid no later than August 15th of each year.

ARTICLE XXXIV - EDUCATION BENEFITS

The City shall pay a rate not more than the tuition costs established by Henry Ford Community College for all classes which are required for a degree in Fire Fighting Science, Engineering, Protection or Administration. The City shall pay for electives toward the Fire Science Degree after the required core courses have been completed. This is subject to the current Fire Department selection process, and availability of monies appropriated in the budget account.

ARTICLE XXXV - GENERAL

Section 1

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the City, the Union, and the employees of the Bargaining Unit, and in the event that any provision 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 therefore, 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 2

Copy of this Agreement shall be distributed by the City to all employees of the Fire Department.

Section 3

Members will be granted the same residency rights granted the Lincoln Park Police Department in their arbitration ruling concerning residency; provided, however, that all applications for residency exceptions shall be submitted to and approved by the City Council.

Section 4

It is agreed that should any collective bargaining unit and/or group of employees of the City of Lincoln park be granted any wage or benefit improvement (by the City or as a result of contract rights/arbitration) over and above any provision contained in this contract during the effective period of the contract, the contract with the Lincoln Park Fire Fighters Association shall be re-opened solely for the purpose of implementing the same increase for the members of this Association. Provided, however, that this provision shall not apply to any actions taken by the City Council concerning benefits awarded to Council Appointees nor shall it apply to any court mandated settlements or awards. Provided, further, that any Act 312 Arbitration decision awarding wages or benefit improvements over and above any provision contained in this contract shall apply to Fire Command Officers only.

Section 5

Individual SCBA masks will be gradually implemented over the period of the contract.

Section 6

Modified hair and grooming standards.

ARTICLE XXXVI - DURATION

Section 1

This Agreement shall be effective the first day of July, 1986, and shall remain in full force and effect to and including June 30, 1989.

Section 2

The parties agree that not commencing later than April 1, 1989, they will undertake negotiations for a new agreement for a succeeding period.

Section 3

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. Re-opening clause by mutual consent.

FOR THE CITY OF LINCOLN PARK

Robert C. Heyer Jr.

ROBERT C. HEYER, JR. MAYOR

Irene B. Bartal

IRENE B. BARTAL, CITY CLERK

John R. Kerekas

JOHN R. KEREKAS, DIRECTOR OF
PERSONNEL 7-19-88

Kenneth D. Kruse

Kenneth D. Kruse, Labor
Negotiator

FOR THE INTERNATIONAL FIRE
FIGHTERS ASSOCIATION

Paul J. Murray

PAUL MURRAY, PRESIDENT

Kenneth A. Elmore

KENNETH ELMORE
NEGOTIATING COMMITTEE

James Dotson

JAMES DOTSON, NEGOTIATING
COMMITTEE

Gilbert Solis

GILBERT SOLIS
NEGOTIATING COMMITTEE

Raymond H. Carpenter

RAYMOND CARPENTER
NEGOTIATING COMMITTEE