To: George Lahanas

Subject: Approve the settlement agreement between the City of East Lansing and the IAFF, Local 1609, from ratification through June 30, 2021, and authorize the City Manager to sign the agreement.

Meeting: Regular Council - 11 Mar 2020

Department: Human Resources

Staff Contact: Shelli Neumann, Director

BACKGROUND INFORMATION:
This agreement is for a two-year contract, from date of ratification through June 30, 2021. The IAFF represents officers and Firefighter/Paramedics of East Lansing Fire Department.

FINANCIAL IMPACT:
This agreement is within the parameters established by the City of East Lansing. It includes a 3% wage increase, retroactive to July 1, 2019.

RECOMMENDATION:
Staff recommends City Council approval of the settlement agreement with IAFF.

ATTACHMENTS:
TA for CC
Tentative Agreement

IT IS HEREBY AGREED by and between the CITY OF EAST LANSING (hereinafter referred to as "The City") and the I.A.F.F., Local 1609 (hereinafter referred to as "The UNION") as follows:

1. Annual Increases

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>July 1, 2019 – June 30, 2020</td>
<td>3% increase</td>
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<tr>
<td>July 1, 2020 – June 30, 2021</td>
<td>3% increase</td>
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2. New Language---Article 4---Union Membership and Dues

Section 1. Check-Off

(A) The City shall collect Union dues on a monthly basis from all employees within the bargaining unit who are members of the Union and who have executed an authorization for check-off of dues.

(B) The City will deduct from the first pay of each month the authorized Union dues or collective bargaining service fees for such month, and promptly remit the same to the Treasurer of the Union. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Monthly dues shall be deducted by the City only on receipt of the properly executed payroll authorization form furnished by the Union. The City shall continue to deduct monthly Union dues at the rate in force on the date of signing of this Agreement until officially notified of a change by the Union Treasurer, who is the sole authorized representative of the Union for the purpose certifying the amount of such change. Beginning with the effective date of this Agreement, the Union shall furnish to the Director of Personnel and Human Resources, 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 understood that no deduction will be made unless this list is presented and that the City also must have on file, as is furnished by the Union, a duly signed check-off authorization.

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

(D) The City’s remittance will be deemed correct if the Union does not give written notice to the Director of Personnel and Human Resources within two (2) calendar weeks after a remittance is sent of its belief, with reasons stated therefore that the remittance is incorrect.

(E) The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee’s pay of Union dues and initiation fees. The Union assumes full responsibility for the disposition of the deduction 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.

Section 2. Union Security Membership

(A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue
membership in the Union for the duration of this Agreement. Eligible employees hired or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, after completion of a six-month probationary period, may elect to become members of the Union or pay to the Union each month a service charge in an amount equal to the individual’s proportionate cost of collective bargaining and contract administration, the amount of which fee shall be certified to the City prior to the collection of such fees by the City. The employee may revoke his/her election at any time.

(B) As soon as practicable following the decision to hire any new employee into the bargaining unit, the Employer shall notify the Union of the newly hired bargaining unit employee and provide the Union an opportunity during the onboarding process to meet with the newly-hired bargaining unit employee to discuss the employee’s options with respect to becoming or not becoming a member of the Union.

(C) Each employee who becomes a member of the Union must sign the Union’s Application for Union Membership and Authorized Dues Deduction Card. Such authorization and assignment are voluntary and not conditioned upon present or future membership in the Union. Such authorization and assignment are revocable by the employee at any time.

3. Change to Article 9: Seniority & Elimination of Appendix C

ARTICLE 9: SENIORITY

Section 1. Definitions
Seniority shall mean the status attained by continuous length of service in the Department. There shall be no seniority among probationary employees; however, after an employee completes his probationary period, his seniority will be retroactive to his date of last hire.

Section 2. Loss of Seniority
An employee shall lose his seniority if:

- (A) He resigns or quits;
- (B) He is discharged for just cause;
- (C) He retires;
- (D) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less:
- (E) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff before the beginning of the third work day following the absence, without notifying the City except when the failure to notify and work is due to circumstances beyond the control of the employee.

Section 3. EMS Seniority
1) Active List (Non-voluntary)
   a) The 18 junior EMS personnel, based on seniority, must remain active and maintain the highest license level they have obtained until reaching number 19 on the EMS seniority list department seniority that consists of the top 27 personnel in Suppression.
b) Once an EMS personnel reaches number 19 in seniority of the top 27 senior personnel in suppression, he/she will automatically move to the bottom of the inactive list.
   (1) He/she will then be offered a choice of going completely off the list if slots 1-12 on the inactive list choose to remain there.
   (2) If he/she chooses to stay inactive and nobody in slots 1-12 wants to go off the inactive list, then slot number 12 (top seniority) on the inactive list will automatically be removed from the list.

2) Inactive List (12 positions)
   a) All EMS personnel entering the inactive status will enter at the bottom of the list based on entry date to the EMS seniority list regardless of departmental seniority. Once on the inactive list seniority (EMS list) will prevail based on date of entry to the inactive status.
   b) When he/she reaches seniority position 12 on the inactive list, he/she may remain there as long as another person in slots 1-11 of the inactive list or the person coming from the active list is willing to leave the inactive status.

3) The EMS Director (1 position) will receive the same compensation as other active/inactive EMS personnel, whether or not he/she holds one of the 30 active/inactive positions.

43) Active personnel will be assigned first to staff EMS vehicles. Inactive personnel will only be assigned to EMS vehicles when there are insufficient active personnel available or unless the inactive person volunteers to ride a vehicle.
   A) When assigning inactive EMS personnel under this procedure the most junior (lowest on the list) person will be assigned first unless a more senior person requests the assignment.

54) Active people on each shift and at each station will be rotated in a fair and equal manner when assigned to EMS vehicles.

65) The department will try and keep the 19 active EMS personnel evenly divided amongst the 3 work shifts.

76) All new hired personnel will start at the bottom of the active list.

87) An individual leaving inactive status may continue his/her licensure as a EMS Paramedic if desired. However, a minimum license level of EMT is required. The department will not provide for continuing education or course materials. The department may pay for license fees.

98) When a person is promoted to the rank of Captain or higher he/she will automatically be removed from which ever list he/she is on.

Exceptions:
1) The department reserves the right to assign active EMS personnel to fire suppression units ahead of employees on inactive status providing such assignment is required in order to maintain normal service levels.

2) The department shall assign the highest seniority (time in grade Lieutenant) ahead of employees in the inactive status for acting Captain or company officer assignments.
4. **Change to Article 10: Promotions**

**ARTICLE 10: PROMOTIONS**

A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted his request for promotion in writing. Upon completion of the promotional procedures defined herein, notification of the promoted employee shall be made to the Union. A promoted employee will assume his new responsibilities on the effective date cited on his notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

Upon contract ratification 2020, the City agrees to schedule Written Promotional Examinations for vacant or anticipated promotional vacancies during the first - two (2) weeks of February and/or September. In all ranks, any portion of a final score can be frozen for a 12-month period from the date of the initial written examination.

**Lieutenant:**

(A) Eligibility - top paid fire fighter with a minimum of 42 months department seniority.

**Deputy Chief:**

(A) Eligibility:

(1) Limited to all Captains with twelve (12) or more years of seniority on the Department and one (1) year in grade.

(B) Written Examination: 5-point Weight 50%.

(1) Limited to materials and text currently in use for the East Lansing Fire Department prepared professionally by the Training Council of Lansing Community College with direction from the Chief and Assistant Chief.

(2) 65% passing score is required.

(3) Notification of the exam will be given four (4) weeks in advance of the exam date.

(4) The areas to be covered by the exam will be posted in the order of emphasis.

(1) Prepared by a mutually agreed upon source.

(2) The Union may select a representative of the Rank of Deputy Chief (non-participating) or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.

(3) Notification of the examination will be given four (4) weeks in advance of the exam date.

(4) The areas to be covered by the exam will be posted in the order of emphasis.

(5) A passing grade of 65% is required.
(C) Seniority: 20 points Weight 20%.

   (1) One (1) point per year given for each year of service after 12 years with a maximum of 25 years for a total of 13 points for department seniority; plus effective July 1, 1989, one point for each year of seniority as a Captain from July 1, 1989 on to a maximum of 7 points, for a maximum of 20 combined seniority points.

(D) Oral Board: 15 points Weight 15%.

   (1) Oral board composed of one (1) representative selected by the Fire Chief, one (1) representative selected by the Union representative and one (1) person selected by the Fire Training Council. These people must be at least 50 miles away from the Department.

(E) Personal Record Review: 15 points Weight 15%.

   (1) Conducted by the Chief and limited to the last five (5) years of service.

   (2) Will evaluate only those who pass the exam; the testing agency will submit the names of those who passed the exam.

(F) Promotion Award:

   (1) The two (2) persons with the highest total scores will be assessed by the Chief who shall have a right to select either candidate. In case of a tie, the top seniority applicant of those who tied will be promoted.

Maintenance Officer:

(A) Eligibility:

   (1) First Round - Open to all Fire Fighters at the top base pay and above with a minimum of 42 months department seniority.

   (2) Second Round - If there is no successful candidate, the position shall be open to all bargaining unit members and to non-bargaining unit members and will be filled through an open competitive examination.

(B) Examination Process - First Round:

   (1) Written examination: Weight 45%

      (i) A 100 question point examination based on materials selected by the Fire Chief, Assistant Fire Chief and Fire Marshal. The test instrument will be developed by a mutually agreed upon qualified third party source.

      (ii) Notification of the examination will be given at least four (4) weeks prior to the date of the examination.

      (iii) The City will select the specific examination questions; however, the Union may select a Union representative to review the examination and reject up to 20% of the questions which he or
she believes do not pertain to the City of East Lansing. If and when the aforementioned Union representative exercises this right of rejection, the City will submit a sufficient number of replacement questions to the Union representative so that he or she can eliminate up to five of the substitutes.

(iv) A minimum score of 68.65% is required to continue in the process.

(2) Assessment Center: Weight 20%

(i) An Assessment Team consisting of a Union appointee and a Fire Chief appointee will administer a 20-point examination consisting of a written response to an essay question, a business correspondence problem and an oral presentation on a related topic. The problems and the scoring benchmarks will be prepared by the agreed upon third party.

(ii) A minimum score of 70% is required to continue in the process.

(3) Fire Chief’s Evaluation: Weight 15%

(i) The Fire Chief will evaluate each candidate based on their personnel record and training activities over the previous 5 years. This evaluation will be worth seven (7) points.

(ii) The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth eight (8) points.

(4) Seniority: Weight 10%

(i) Candidates will receive one half (½) point for each year of department seniority to a maximum of ten (10) points.

(5) Promotion Award:

(i) The person with the highest total score will receive the promotion. In case of a tie, the most senior candidate shall be promoted. In the event no one is promoted in the first round, the second round process will be implemented.

(C) Examination Process - Second Round:

(1) Written examination: Weight 45%

(i) A 100 question 45-point examination based on materials selected by the Fire Chief, Assistant Fire Chief and Fire Marshal. The test instrument will be developed by a mutually agreed upon qualified third party source.

(ii) Notification of the examination will be given at least four (4)
weeks prior to the date of the examination.

(iii) The City will select the specific examination questions; however, the Union may select a representative with the rank of Assistant Fire Chief or Fire Marshal to review the examination and reject up to 20% of the questions which he or she believes do not pertain to the City of East Lansing. If and when the aforementioned Union representative exercises this right of rejection, the City will submit a sufficient number of replacement questions to the Union representative so that he or she can eliminate up to five of the substitutes.

(iv) A minimum score of 70% is required to continue in the process.

(2) Assessment Center: Weight 20%

(i) An Assessment Team consisting of a Union appointee and a Fire Chief appointee will administer an 20-point examination consisting of a written response to an essay question, a business correspondence problem and an oral presentation on a related topic. The problems and the scoring benchmarks will be prepared by the agreed upon third party.

(ii) A minimum score of 70% is required to continue in the process.

(3) Fire Chief's Evaluation: Weight 15%

(i) The Fire Chief will evaluate each candidate based on their personnel record and training activities over the previous 5 years. This evaluation will be worth seven (7) points.

(ii) The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth eight (8) points.

(4) Promotion Award:

(i) The person with the highest total score will receive the promotion. In case of a tie, the most senior candidate shall be promoted.

Fire Inspector:

(A) Eligibility:

(1) First Round - Open to all Fire Fighters at the top base pay and above with a minimum of 42 months department seniority.

(2) Second Round - If there is no successful candidate, the position shall be open to all bargaining unit members and to non-bargaining unit members and will be filled through an open competitive examination.
Examination Process - First Round and Second Round:

(1) Written examination: Weight 45%

   i. A 45 point examination based on materials selected by the Fire Chief, Assistant Fire Chief and Fire Marshal and mutually agreed to by the Union. The test instrument will be developed in-house by the Assistant Chief or Chief.
   
   ii. Notification of the examination will be given at least four (4) weeks prior to the date of the examination.

   iii. The City will select the specific examination questions; however, the Union may select a Union representative to review the examination and reject up to 20% of the questions which he or she believes do not pertain to the City of East Lansing. If and when the aforementioned Union representative exercises this right of rejection, the City will submit a sufficient number of replacement questions to the Union representative so that he or she can eliminate up to five of the substitutes.

   iv. A minimum score of 65% is required to continue in the process.

   (i) Prepared by mutually agreed upon source.
   (ii) The Union may select a representative of the Rank of Fire Inspector or Fire Marshall (non-participating) or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
   (iii) Notification of the examination will be given four (4) weeks in advance of the exam date.
   (iv) The areas to be covered by the exam will be posted in the order of emphasis.
   (v) A passing grade of 65% is required.

(2) Assessment Center: Weight 30%

   i. An Assessment Team consisting of a Union appointee and a Fire Chief appointee will administer an 30 point examination consisting of a written response to an essay question, a business correspondence problem and an oral presentation on a related topic. The problems and the scoring benchmarks will be prepared by the Chief and mutually agreed to by the Union.

   ii. A minimum score of 70% is required to continue in the process.

(3) Fire Chief's Evaluation: Weight 15%

   i. The Fire Chief will evaluate each candidate based on their personnel record and training activities over the previous 5 years. This evaluation will be worth seven (7) points.

   ii. The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth eight (8) points.
(4) Seniority: Weight 10%
   
i. Candidates will receive one half (½) point for each year of department seniority to a maximum of ten (10) points.

(5) Promotion Award:
   
i. The person with the highest total score will receive the promotion. In case of a tie, the most senior candidate shall be promoted. In the event no one is promoted in the first round, the second round process will be implemented.

Fire Marshal:

A. Eligibility
   
   1. First Round - Open to all Fire Fighters at the top base pay and above. Limited to all persons with at least one (1) year in-grade as Captain (or above) and Fire Inspector(s) that have successfully attained Fire Inspector I & II certification. (Exam may be waived if there is a single eligible Fire Inspector successfully attaining all required credentials.)

   2. Second Round - If there is no successful candidate, the position shall be open to all bargaining unit members and to non-bargaining unit members and will be filled through an open competitive examination. Shall be limited to all persons with at least one (1) year in-grade as Fire Lieutenant.

   3. Third Round - Shall be open to all fire fighters with a minimum of 42 months department seniority.

B. Examination Process – First Round:
   
   1. Written examination: Weight 45%
      
      (i) Prepared in-house by the Fire Chief by a mutually agreed upon source.
      (ii) The Union may select a representative of the Rank of Deputy Chief (non-participating) or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
      (iii) Notification of the examination will be given four (4) weeks in advance of the exam date.
      (iv) The areas to be covered by the exam will be posted in the order of emphasis.
      (v) A passing grade of 68.65% is required.

   2. Assessment Center: Weight 20%
      
      (i) An Assessment Team consisting of a Union appointee and a Fire Chief appointee will administer a 20-point examination consisting of a written response to an essay question, a business correspondence problem and an oral presentation on a related topic. The problems and the scoring benchmarks will be prepared by the agreed upon third party.
      (ii) A minimum score of 70% is required to continue in the process.

   3. Fire Chief’s Evaluation: Weight 15%
      
      (i) The Fire Chief will evaluate each candidate based on their personal record and
training activities over the previous 5 years. This evaluation will be worth seven (7) points.

(ii) The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth eight (8) points.

(4) Seniority: Weight 10%
   (i) Candidates will receive one half (1/2) point for each year of department seniority to a maximum of ten (10) points.

(5) Time in Grade: Weight 10%
   (i) Candidates will receive two (2) points for each year of experience in the rank of Fire Inspector, to a maximum of ten (10) points.

(6) Promotion Award:
   (i) The person with highest total score will receive the promotion. In case of a tie, the most senior candidate shall be promoted. In the event no one is promoted in the first round, the second round process will be implemented.

C. Examination Process - Second Round

(1) Written examination: Weight 45%
   (i) A 45-point examination based on materials selected by the Fire Chief, Assistant Fire Chief and Fire Marshal. The test instrument will be developed by a mutually agreed upon qualified third party.
   (ii) Notification of the examination will be given at least four (4) weeks prior to the date of the examination.
   (iii) The City will select the specific examination questions; however, the Union may select a Union representative to review the examination and reject up to 20% of the questions which he or she believes do not pertain to the City of East Lansing. If the aforementioned Union representative exercises this right of rejection, the City will submit a sufficient number of replacement questions to the Union representative so that he or she can eliminate up to five of the substitutes. A minimum score of 70% is required to continue in the process.

(i) Prepared by mutually agreed upon source.
   (ii) The Union may select a representative of the Rank of Deputy Chief (non-participating) or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
   (iii) Notification of the examination will be given four (4) weeks in advance of the exam date.
   (iv) The areas to be covered by the exam will be posted in the order of emphasis.
   (v) A passing grade of 65% is required.
Assessment Center: Weight 20%

(i) An Assessment Team consisting of a Union appointee and a Fire Chief appointee will administer an 100 point examination consisting of a written response to an essay question, a business correspondence problem and an oral presentation on a related topic. The problems and the scoring benchmarks will be prepared by the agreed upon third party.

(ii) A minimum score of 70% is required to continue in the process.

Fire Chief’s Evaluation: Weight 15%

(i) The Fire Chief will evaluate each candidate based on their personal record and training activities over the previous 5 years. This evaluation will be worth seven (7) points.

(ii) The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth eight (8) points.

Promotion Award:

(i) The person with highest total score will receive the promotion. In case of a tie, the most senior candidate shall be promoted.

Safety/Training Officer:

QUALIFICATIONS

1. Round one shall be limited to all persons with at least one (1) year in-grade as Captain Lieutenant (or above), Fire Marshall and Fire Inspector would be immediately eligible. A pool of four (4) candidates is necessary to close round one. Should less than four formally apply to test for the position, the process would then be open to the Second Round to meet a pool of four candidates for a competitive evaluation.

2. Round two shall be limited to all persons with at least one (1) year in-grade as Fire Lieutenant, extended to include all fire fighters with a minimum of 42 months department seniority with the firefighter seniority prevailing in filling the available slots to complete a pool of four (4) candidates.

3. Round three shall be extended to include all firefighters at top base pay. If less than two eligible candidates apply for testing the posting would be opened to the next qualifying round. If a minimum pool of four candidates is not established in the first and second round, the position shall be open to all bargaining unit members.

*All candidates who formally apply to test will be notified if they are accepted into the testing process.

The following conditions shall also apply:

- Fire department and in-grade seniority as Safety/Training Officer shall accrue for each year of service in this capacity.
- Prior in-grade seniority shall cease to accrue from the date of appointment into the Safety/Training Officer position.
- Persons accepting the position will have a ninety (90) day window of opportunity during which they are allowed to return to the position that they formerly held. However, after this
period has elapsed persons remaining in the position would be ineligible to return to their former position/rank for a period of not less than 18-months after obtaining both their FF I/II-I/C and EMS-I/C certification (which ever comes last).

- Persons that enter this position with the FF I/II-I/C and EMS-I/C certifications would be ineligible to return to their former capacity for a period of not less than 18-months from the date of this appointment.
- Lateral moves (to a like salary and/or grade levels) would be prohibited. However, nothing in this agreement would preclude an individual from testing to positions that they formerly qualified for with the exception of the 18-month minimum service provision.

**EXAMINATION**

1. A written examination – A minimum score of 70% (pass/fail – must pass to proceed) weighted 30% (30 points) of the final score.

2. Assessment Center – A minimum score of 70% (weight 40% points)
   
   (i) The promotional examination shall consist of an mini-assessment center exercise(s) that shall be weighted 40% (40 points) of the final score.

   (ii) An Assessment Team consisting of one (1) external Union Appointee, one (1) external Human Resource appointee and one (1) external Fire Chief Appointee will administer the examination. Both the Fire Chief and Union appointee shall be picked from a distance exceeding a minimum fifty (50) mile radius.

3. Fire Chief’s Evaluation– Twenty (20) Weight 15% Points
   
   (i) The Fire Chief shall evaluate each candidate based on their personnel record and training activities over the previous five (5) years. This evaluation will be worth ten (10) five (5) points.

   (ii) The Fire Chief will evaluate each candidate based upon a personal interview. This evaluation will be worth ten (10) points.

4. Seniority Weight – Weight 10% Points
   
   (i) Candidates will receive one half (1/2) one (1) point for each year of department seniority after 10 years to a maximum of ten (10) points.

5. Time in Grade Weight – Weight 5%
   
   (i) Candidates will receive 1-point for each year of service in-grade at a rank of Lieutenant or above including those positions in Fire Prevention to a maximum of five (5) points.

6. Promotion Award
   
   (i) In case of a tie score the individual with the most fire department seniority will prevail.

In all ranks, a person applying for promotion who does not receive the promotion has the option of:

(1) Holding his initial promotion score for a period of one (1) year.

(2) Reapplying through the promotional procedure when the next vacancy occurs.
5. **New Language to Article 12: Salaries**

**ARTICLE 12: SALARIES**

All regular full-time employees covered by this Agreement are designated as being in salary classifications corresponding to their particular positions. The fire fighter's classification carries a minimum and maximum rate of pay with a provision for increases according to a uniform schedule. No employees shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification.

The classification schedule shall be regulated as follows:

(A) All new fire fighters shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager, Fire Chief, or and the City Manager's designee. New fire fighters hired at a rate higher than the minimum shall be entitled to a merit increase after six (6) months of service if there is approval for the increases from the Fire Chief. A new hire employee previously employed as a career firefighter-paramedic in good standing with previous career experience, employed at a fire department that provided the same types of emergency services, at similar or greater run volumes as the East Lansing Fire Department, including structural fire suppression and transporting paramedic level EMS, has the potential to begin employment at a pay grade year higher than that of an entry level firefighter without experience. A new hire employee may qualify to skip one or more of the following wage bands---Minimum (Step 1), 6 months, (Step 2), 1 year (Step 3), and 2 year (Step 4). This experience qualification only affects the employee’s entry pay level and does not carry over into department seniority or longevity. (See attached chart for eligible step increase timing.)

(B) Wage and salary increases shall be made on the basis of performance and service and in the amounts and at the intervals provided for in the classification schedule. The increases are dependent upon written recommendations by the Fire Chief. The recommendations must be approved by the City Manager or the City Manager’s designee at least two (2) weeks prior to the effective date of such an increase.

(C) Upon successful completion of the probationary period, fire fighters are eligible for a salary increase applicable to their classification. Further increases shall be by successive steps of the schedule until the maximum rate is reached. Pay increases may be granted by the City Manager more frequently than the schedule allows when recommended by the Fire Chief in writing and when an employee’s exceptional qualifications or performance or when unusual employment conditions make such action desirable. The amount of the increase, however, would be as indicated in the step schedule. The process for determining early merit increases shall be as agreed between the parties pursuant to the Settlement Agreement (FMCS No. 92-2426) attached hereto as Appendix E. After each step of the salary schedule, employees shall be able to review their job performance with the Fire Chief or immediate supervisors through the use of the “employee evaluation form.” Employees shall have access to their personnel file upon written request and shall have an opportunity to make written responses to their evaluations.

Eliminate Appendix D & insert below language into CBA under Article 12C.
1) An employee who wishes to be considered for an early merit increase must request consideration from their Officer.

2) The Assistant Chief Officer, upon receiving a recommendation, conducts an assessment process.

3) The elements of the assessment process are essentially the same at each level, but the score necessary to receive a recommended consideration increase at each level is as follows:
   a) 2 year level of pay (Step 4) 70% score
   b) 3 year level of pay (Step 5) 80% score
   c) 4 year level of pay (Step 6) 85% score
   (See attached Table)

4) If a Fire Fighter/Paramedic is successful in the assessment process, it is recommended to the Fire Chief through the chain of command that an early increase be granted.

5) The Chief and Deputy Chief interview the Fire Fighter/Paramedic and, based on the interview, may recommend the early increase to the City Manager. If a recommendation is denied, it must be performance-related reason and written notice of the justification for the denial must be provided to the Fire Fighter/Paramedic.

6) The City Manager receives the recommendation and approves the early increase.

(D) The salary for the Maintenance Officer shall be equal to that of the midpoint between the ranks of Captain and Deputy Chief.

(E) Officer Differential

Effective July 1, 2005 the base wage rank differential for Officers in the East Lansing Fire Department shall be as follows:

- Lieutenant: 108% of the full-paid Fire Fighter (4 year) base wage.
- Captain: 116% of the full-paid Fire Fighter (4 year) base wage.
- Maintenance Officer: 120% of the full-paid Fire Fighter (4 year) base wage.
- Deputy Chief: 124% of the full-paid Fire Fighter (4 year) base wage.
- Fire Inspector: 124% of the full-paid Fire Fighter (4 year) base wage.
- Fire Marshal/STO: 130% of the full-paid Fire Fighter (4 year) base wage.
- Assistant Chief: 145% of the full-paid Fire Fighter (4 year) base wage.
ARTICLE 13: WORKING HOURS AND OVERTIME COMPENSATION

Section 1. Work Week.

(C) The regularly scheduled duty week for the Fire Prevention Bureau employees, the Safety Training Officer and the Assistant Chief covered herein shall be forty (40) hours per week. At the option of the Fire Prevention Bureau employees, the Safety Training Officer and the Assistant Chief, and as mutually agreed upon by the Union and the Chief, the work week shall consist of four (4) ten (10) hour work days. The March 28, 1991 letter from Fire Marshal Beck to Chief Gregg shall be used as a scheduling guideline.

(D) Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

(E) Subject to department manpower staffing requirements as determined by the Chief, employees shall be permitted to voluntarily trade work, Kelly, or leave days or brief periods of work time provided that each employee shall be responsible for maintaining records accurately reflecting days time traded, if any.

(F) In the event of an FLSA audit, and only for the purpose of FLSA calculations during that audit: only hours actually worked, not hours paid, will count towards determining any overtime owed during the work cycle.

Section 2. Overtime Pay.

Overtime compensation will be provided for in the Fire Department under certain conditions for situations of an emergency nature necessary to fulfilling the obligations of the Department. Employees with the rank of Deputy Chief and below will be eligible to receive overtime payments in accordance with the following terms:

(A) Overtime pay at the rate of time and one half (1 ½) shall be paid employees of the fire fighting unit Fire Suppression Division for all work in excess of their regularly scheduled work day (24 consecutive hours). ....

7. New Language: Article 15

Section 5. Post-Employment Healthcare Savings.

The City agrees to establish a Post-Employment Healthcare Savings plan through the Municipal Employees’ Retirement System (MERS) for full time regular bargaining unit employees. The MERS plan shall be implemented effective 07/01/2011. The City will make no contribution to this plan. All contributions are made by participating employees and are on a post-tax basis (with the exception of paid leave contribution). Employees will contribute 100% of their leave time that is eligible to be paid out at the time of their separation from employment. An employee may elect to have any amount of their eligible leave time paid prior to the date of separation, if such election is made in writing at least 14 days in advance and accompanied by a letter of resignation or notification of retirement. On the employee’s last paycheck, after resignation or retirement, the employee will receive payment of all eligible accrued leave time up to $8,000 with the remaining balance of leave time contributed to the HCSP. All eligible leave time (including amount contributed to HCSP) will be included in an
employee’s final average compensation, as permitted under the collective bargaining agreement. (Sick leave is not included in this calculation.)

8. Change in Language: Article 17

**ARTICLE 17: WORKERS COMPENSATION**

Section 1. Workers’ Compensation

Any suspected duty-related injury shall be reported to the on-duty employee’s shift commander, by means of a City of East Lansing Report of Injury Form an accident report form, within twenty-four (24) 48 hours of the incident.

9. Change in Language: Article 18

**ARTICLE 18: VACATION LEAVE**

Section 1. Procedure

(G) A first or second vacation request will be honored by seniority if at the time of the request it does not cause more than four (4) to be off on a shift or more than two (2) officers to be off a shift. More than two (2) officers are allowed off if it does not create overtime.

10. Change to Article 25

**ARTICLE 25: HOSPITAL, MEDICAL AND SURGICAL INSURANCE**

Section 1. Eligibility.

(Pg. 54 after Section D)

Where both spouses are employed by the City, one may not declare the other a dependent on his or her health plan. Additionally, one or the other must insure dependents on a health plan, but not on both plans (current employees as of July 1, 1992 are grandfathered).

Effective July 2020, where both spouses are employed by the City and eligible for City health care benefits, the spouses will be enrolled in one double or family plan. The dependent spouse is not eligible for the opt out payment. The enrolled employee will have the automatic deduction of the co-share.

Section 2. Waiver of Group Hospitalization - Medical Coverage.

A fire fighter may voluntarily waive his or her right to participate in any plans made available by the City. For those not selecting a health insurance benefit, the City shall pay $135.00 per month less deductions required by law.

Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and hereafter, produce satisfactory proof of medical and hospitalization insurance coverage from another employer’s policy or program that is not funded in whole or in part by City funds.

With respect to a City employee who is also eligible for dependent insurance coverage, the City will pay such City employee the monthly amounts provided above less deductions required by law provided a waiver of coverage as a City employee is executed without prejudice to the employee’s right to maintain his or her dependent coverage in connection with a City employee’s coverage. Any current employees who are spouses may receive this consideration if one of the spouses voluntarily waives his or her right to participate in any of the plans offered by the City.
Employees who have a spouse or dependents also employed by the City, who qualify for City-provided health care, are not eligible for the opt-out or double coverage. Dependents may choose to remain on the primary parent’s healthcare plan according to ACA guidelines.

A waiver from the plan requires execution of the proper Waiver Form available in the City’s Personnel and Human Relations Resources Department. The effective date of loss of coverage will be for the plan year during which the Waiver Form was executed.

11. Change of Language: Article 32

**ARTICLE 32: EDUCATIONAL CONTINUING EDUCATION ALLOWANCE**

An employee of the Fire Department holding a two year Associate’s Degree in the fire science field or 60 semester hours (90 term hours) toward a Bachelor’s Degree in an accredited institution of higher learning in a fire science related field, shall receive one (1%) percent of a fully paid fire-fighter’s base salary paid annually, in addition to the employee’s own scheduled salary.

The 1% educational increment specified above shall be paid during the first pay period of March and upon receipt by the City of a diploma or certified transcript indicating award of the Associate’s Degree or completion of 60 semester hours toward the Bachelor’s Degree.

Effective March 1, 1992, the above educational allowance shall be rolled into base salary, as outlined in the Salary Schedule, Appendix A. By agreeing to this roll in to base salary, the Association in no way waives its right to negotiate future separate increases in educational allowance.

Effective July 1, 1994, all bargaining unit members shall be entitled to educational allowance.

An annual continuing education allowance, equal to the Food Allowance, will be paid to the Fire Marshall, Fire Inspector and Safety Training Officer positions on the first payroll period of June, beginning in 2020. An employee is only eligible for either this allowance or the food allowance.
12. Elimination of Appendix F

13. Letter of Agreement: Health Care Task Force


15. **ARTICLE 36: DURATION**

   **Section 1. Duration.**
   This Agreement shall be effective July 1, 2019, upon ratification, and shall remain in force and effect to and including June 30, 2021.

This Tentative Agreement is signed by the parties’ authorized representatives.

**City of East Lansing**

Shelli Neumann
Human Resources Director

Jill Feldpausch

Randall Talifarro

**Local 1609 IAFF**

John Newman
President, IAFF Local 1609

Mark Koontz

Matt Sterling

Chris Lum

Derek Johnson
Chart to be included after Article 12

Fire - Pay Increase Schedule Eligibility

Eligibility based on months from date of hire

Traditional New Hire - Start at Step 1
- Step 2 (6 months) eligible at 6 months
- Step 3 (1 year) eligible at 12 months
- Step 4 (2 year) eligible at 18 months, otherwise at 24 months
- Step 5 (3 year) eligible at 30 months, otherwise at 36 months
- Step 6 (4 year) eligible at 42 months, otherwise at 48 months

Experienced - Start at Step 2
- Step 3 (1 year) eligible at 12 months
- Step 4 (2 year) eligible at 18 months, otherwise at 24 months
- Step 5 (3 year) eligible at 30 months, otherwise at 36 months
- Step 6 (4 year) eligible at 42 months, otherwise at 48 months

Experienced - Start at Step 3
- Step 4 (2 year) eligible at 12 months
- Step 5 (3 year) eligible at 18 months, otherwise at 24 months
- Step 6 (4 year) eligible at 30 months, otherwise at 36 months

Experienced - Start at Step 4
- Step 5 (3 year) eligible at 12 months
- Step 6 (4 year) eligible at 18 months, otherwise at 24 months

Experienced - Start at Step 5
- Step 6 (4 year) eligible at 18 months

NOTE - Longevity is based on hire date and follows seniority. Must work 5 years for ELFD to get the first longevity amount.
Letter of Agreement

21-Day Work Schedule

It is hereby agreed by and between the CITY OF EAST LANSING (hereinafter referred to “The City”) and the I.A.F.F., Local 1609 (hereafter referred to as “The Union”) as follows:

Effective at the beginning of a pay period in April 2020, the regularly scheduled duty week for the Fire Suppression Division shall be an average of forty-eight (48) hours per week (24 hours on duty, 48 hours off duty)—a 21-day work cycle. This schedule shall consist of 24-hour shifts, beginning at 7:30 AM and ending at 7:30 AM.

Each 48-hour employee shall be entitled to one 24-hour duty day off in each 21-day work cycle. When an employee is transferred, he/she is entitled to one Kelly day per 21-day work cycle. Selection of Kelly days shall occur annually during the first three weeks in December, taking effect January 1 of the following year. Kelly selection will be honored by Department seniority, with Officers allowed first pick and with no two (2) Officers allowed to pick the same Kelly day. Once a shift Kelly day has been selected by two (2) personnel, that Kelly day is considered closed for that year’s picks. If shift personnel numbers cause a need to exceed two (2) Kelly days per shift, a third Kelly is required, and a third Kelly day will be honored by seniority on either a Monday, Tuesday or Wednesday.

The overtime hourly rate of time and one half (1 ½) will be computed on the equivalent of a 48-hour work week for all 48-hour personnel.

Effective at the implementation of the 21-day schedule, Fire Suppression employees will earn a maximum of 144 hours of sick leave per year. All other accruals will follow the CBA.

If no substantial financial or operational burden to the City has been identified because of the 21-day work cycle by June 30, 2021, the 21-day work cycle will continue for all bargaining members in the Suppression Division and will be included in the collective bargaining agreement commencing July 1, 2021. If substantial financial or operational burden is established, the City and IAFF have until December 31, 2021 to resolve the identified concern. If the parties are unable to reach a mutually agreeable solution to the identified concern, the schedule shall return to the 28-day work schedule on the first day of the pay period beginning after January 1, 2022.

If the 21-day schedule does not continue beyond December 31, 2021, those 48-hour employees who were scheduled under the 21-day schedule will be credited with ½ of the sick time accrual difference, not to exceed 24 hours (equivalent to .9231 hours per pay period). Additionally, the annual sick leave accrual rate will return to 192 hours per year.

This Letter of Agreement is signed by the parties’ authorized representatives.

City of East Lansing

____________________________
Shelli Neumann, HR Director

IAFF, Local 1609

____________________________
John Newman, President IAFF Local 1609

Date

Date

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Letter of Agreement

IT IS HEREBY AGREED by and between the CITY OF EAST LANSING (hereinafter referred to as “The CITY”) and the I.A.F.F, Local 1609, (hereinafter referred to as “The UNION”) as follows:

1. The parties agree that the City of East Lansing’s Healthcare Taskforce is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Taskforce, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group’s decision to opt-out of the Taskforce, or the Taskforce’s decisions, does not limit the ability of the remaining groups to continue with the collaborative process.

2. In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Taskforce will comply with all State legislation regarding the issue, specifically but not limited to, Public Act 152, the Publicly Funded Health Insurance Contribution Act.

3. In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the afore-mentioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.

This Letter of Agreement is signed by the parties’ authorized representatives.

City of East Lansing

Shelli Neumann
Human Resources Director

Date

Union

John Newman
President, IAFF, Local 1609

Date