AGREEMENT

between

CITY OF MIDLAND

and

MIDLAND FIRE FIGHTER'S UNION

Local 1315

Effective July 1, 1996 through June 30, 1999

CITY OF
Midland

City Hall • 333 West Ellsworth Street • Midland, Michigan 48640 • 517.835.7711 • 517.835.2717-Fax

AGREEMENT

between

CITY OF MIDLAND

and

MIDLAND FIRE FIGHTER'S UNION

Local 1315

Effective July 1, 1996 through June 30, 1999

TABLE OF CONTENTS

PREAMBLE

The following Agreement between the City of Midland, Michigan, hereinafter termed the "City" and the Midland Fire Fighter's Union, Local 1315, hereinafter termed the "Union" is recorded in written form. This agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City to encourage more efficient and progressive service in the public interest.

ARTICLE 1

1. Bargaining Unit. The City recognizes the Union as the collective bargaining agency in respect to wages, hours, and other working conditions for the members of IAFF 1315 working for the City of Midland, Michigan, excluding the Fire Chief. The excluded officer shall not be eligible for membership in the Union. The Union members covered herein shall be called "employees" elsewhere in this Agreement. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

2. Payments of Union Representation. The City agrees that all employees in the bargaining unit shall either be members in good standing of the Union or pay an amount equal to the amount of union dues, fees, and assessments to the Union. This provision shall be a condition of employment and no employee shall be retained by the City unless the employee either becomes a member of the Union, or pays an amount equal to the union dues, fees, and assessments as specified above. This section is in no way intended to alter the basic probationary period of one (1) year used by the department.

3. Recognition by Union. The Union recognizes the City Manager or his representative as the exclusive representative of the City and agrees to meet and negotiate exclusively with such representative when appropriate to arrive at contracts of employment covering wages, hours, and terms and conditions of employment of members of the Union.

   It is agreed that collective bargaining agreements between the City and the Union shall not be binding until signed by the appropriate persons to be designated by the City and the appropriate persons to be designated by the Union.

4. Non-discrimination

   A. The City agrees that it will not discriminate in any manner against any person in its employ by reasons of his membership and activity in the Union, and the City further agrees that it will not in any way interfere with the organization of the Union and that it will not willfully commit any act calculated to undermine the Union.

B. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the City and the Union shall bear the responsibility for complying with this provision of the Agreement.

5. Responsibility to Work

The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representative nor its members will intimidate, coerce, or discriminate against any employee in any manner at any time.

6. Payroll Deduction of Dues

A. The City, when so authorized and directed by an employee in writing upon an authorization form, will deduct once each month the membership dues of the Union, which will include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deductions to be remitted to the Treasurer of the local Union.

B. Each remittance shall be accompanied by a list setting forth the names of those from whom the amounts of dues and initiation fees were deducted and the amounts shall be remitted to the local Union within thirty (30) days after such collections have been made.

C. The Union agrees to indemnify and save the employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of the Article.

ARTICLE 2

PERSONNEL RULES

1. Introduction. It is recognized and understood that the Charter of the City of Midland decrees that an ordinance providing for a merit system of personnel management be enacted by the City Council. It is further recognized and understood that Chapter 2, Article III of the Code of Ordinances has been enacted which authorized the creation of a Merit System Board to generally supervise the problems of administrative policy involved in the personnel matters prescribed in the Ordinance; to recommend to the City Council through the Personnel Director such rules and regulations as it may deem necessary for the administration of the Ordinance; and to perform certain other duties as prescribed in the Ordinance.

2. Agreement Provisions in Relation to Rules. The Union recognizes the right of the City to adopt fair and reasonable ordinances, rules, regulations, and directions which are not in conflict with the expressed terms of this Agreement. However, by so stating this recognition, the Union in no way intends nor should this statement be construed to in any way waive any rights which the Union may have by virtue of federal, state, or local law.

   It is further agreed that the provisions of this contract shall be construed to supersede any ordinances, rules, or regulations promulgated by the City or its agencies when such ordinances, rules, or regulations are in conflict with the terms of this contract.

3. Amendments. In furtherance of the grant of recognition set forth in Section 1, Article 1, hereof, and the obligations arising therefrom, it is agreed that amendments made during the term of this Agreement to the charter, ordinances, rules, regulations and directions shall not contravene or conflict with the express provisions of this Agreement, except with the mutual agreement of the City and the Union. Interpretation of contract provisions shall be governed by the principles of Section 3, Article 1.

4. Merit System Board Nominations. The Union shall have the right in joint action with other collective bargaining agencies of the City government having this provision in their Agreements to put forth exactly three (3) names of qualified individuals for the City Council's consideration as a member of the Merit System Board. The list shall be presented within

ten (10) calendar days of a written request sent by certified mail with a return receipt request whenever a vacancy in the one position designated as the employee representative should occur, signed by the Presidents, or their respective representatives, of each of the collective bargaining units. Individuals named shall each meet the qualifications of Section 2-51 and 2-54 of the Midland Code of Ordinances. When the City Council considers an appointment to fill such a vacancy on the Merit System Board, it shall select one (1) individual for Merit System Board membership from the three (3) names submitted by the City's collective bargaining agencies. Failure to provide a list as required shall void the rights contained in this section for this appointment only.

5. Promotions.

A. General. The Personnel Director shall determine if a vacancy in a position covered by this Agreement above the classification of Fire Fighter is to be filled through promotion. In case of selection by promotion, the names of the three (3) employees, authorized to compete, receiving the highest scores on promotional examination criteria shall be certified to the appointing officer. Application procedure, qualifications, and promotional examination criteria and procedure shall be the responsibility of the Personnel Director, Fire Chief and or the Deputy Chief, and the Merit System Board, except as specified in this section. In case more than one vacancy is to be filled, three (3) names shall be certified for one vacancy and one additional name for each additional vacancy except as specified in this section. When there are fewer than three (3) names available from the promotional list, the vacancy shall be filled from the open competitive register unless the appointing officer elects to appoint from such names as are available with approval of the Personnel Director.

If the Personnel Director determines there is a vacancy for the position of Fire Fighter, he shall have the right to determine whether to fill the position on an open competitive or promotional basis and also to determine the methods used to fill said vacancy.

The Personnel Director shall determine eligibility of candidates for promotional positions. No employee on probation, or that does not meet the minimum qualifications for the job at the closing date of the job posting will be allowed to test for the position.

B. Minimum Qualifications. No additional education or experience requirements shall be made in the "know-how" requirements of the present classifications within the department during the life of this agreement. However, this provision shall in no way restrict the City's right to set the requirements of new classifications created during the life of this Agreement.

C. Written Tests. Selection of an employee for promotion to a higher position shall be based, in addition to numerous other factors, upon the unadjusted base score of seventy per cent (70%) on his written examination for the position in question. This provision must not be construed as to indicate that the determination of a minimum passing score is a negotiable item, but merely to indicate an agreed upon minimum standard to aid in the promotional process.

D. Fire Fighter to Fire Truck Operator. The final score of each candidate shall be based on one half for a written examination, one half for a practical examination.
A passing score of seventy per cent (70%) must be achieved on each portion. The employees with the five (5) top final scores shall be certified for one vacancy plus one additional name for each additional vacancy.

E. Fire Fighters to Fire Lieutenant. The applicable job descriptions notwithstanding, any employee having ten (10) years seniority in the classification of Fire Fighter in the City, or seven (7) years seniority in the classification of Fire Fighter in the City and possessing a Fire Officer I certificate from the Michigan Fire Fighters Training Council, or six (6) years seniority in the classification of Fire Fighter in the City and possessing a Fire Officer I certificate from the Michigan Fire Fighters Training Council and possessing an Associates degree in Fire Science as a Fire Fighter Technician, physically able to perform all the duties of Fire Lieutenant as determined by the Personnel Director and Fire Chief, and either obtaining a passing score of seventy percent (70%) on the practical test given candidates for Fire Truck Operator, or having been named to the position of Acting Fire Lieutenant by the Fire Chief for a period of not less than one (1) year, shall be permitted to apply for a position of Fire Lieutenant.

The final score of each candidate shall be based on one-half for a written examination and one-half for an oral examination by a three (3) person professional Fire oral board selected by the Personnel Director. The names of the three (3) oral board members shall be submitted to the Union President for consideration. The Union President must agree to that list within seven (7) calendar days. If no agreement is reached, the Merit System Board shall determine the oral board make-up as described in the Merit System Rules. A passing score of seventy per cent (70%) must be achieved on each portion. The employees with the three (3) top final scores shall be certified for one vacancy plus one additional name for each additional vacancy.

F. Fire Truck Operator to Fire Lieutenant. The applicable job description not withstanding, any employee having seven (7) years seniority in the City of Midland as a Fire Fighter and Fire Truck Operator or six (6) years as a Fire Fighter and Fire Truck Operator and possessing a Fire Officer I certificate from the Michigan Fire Fighters Training Council or five (5) years as a Fire Fighter and Fire Truck Operator and possessing a Fire Officer I certificate from the Michigan Fire Fighters Training Council and possessing an Associates degree in Fire Science as a Fire Fighter Technician, physically able to perform all the duties of a Fire Lieutenant as determined by the Personnel Director and the Fire Chief, shall be permitted to apply for the position of Fire Lieutenant. A passing score of seventy per cent (70%) must be achieved on each portion. The employees with the three (3) top final scores shall be certified for one vacancy plus one additional name for each additional vacancy.

The final score of each candidate shall be based on one-half for a written examination and one-half for an oral examination by a three (3) person professional Fire oral board selected by the Personnel Director. The names of the three (3) oral board members shall be submitted to the Union President for consideration. The Union President must agree to that list within seven (7) calendar days. If no agreement is reached, the Merit System Board shall determine the oral board make-up as described in the Merit System Rules.

G. Promotion to Battalion Chief. The applicable job description not withstanding, any employee having training and experience equivalent to a minimum of ten (10) years in fire fighting and rescue operations in the Midland Fire Department and presently holding the rank of Fire Lieutenant or above, or eight (8) years in fire fighting and rescue operations in the Midland Fire Department and presently holding the rank of Fire Lieutenant or above and possessing Fire Officer III certificate from the Michigan Fire Fighters Training Council or seven (7) years in fire fighting and rescue operations in the Midland Fire Department and presently holding the rank of Fire Lieutenant or above and possessing a Fire Officer III certificate from the Michigan Fire Fighters Training Council and possessing an Associates Degree in Fire Science as a Fire Fighter Technician.

H. Other Promotions. The final score of each candidate shall be based on one-half (1/2) for a written examination and one-half (1/2) for an oral examination by a three (3) person professional fire oral board selected by the Personnel Director. The names of the three (3) oral board members shall be submitted to the Union President for consideration. The Union President must agree to that list within seven (7) calendar days. If no agreement is reached then the Merit System Board shall determine the oral board make-up as described in the Merit System Board rules. A passing score of seventy per cent (70%) must be achieved on each portion. The employees with the three (3) top final scores shall be certified for one vacancy plus one additional name for each additional vacancy.

I. Time of Tests. The City shall attempt to have promotional tests and interviews scheduled during the employee's off days. However, employees are permitted to take such promotional tests and interviews during their regular duty hours without loss of pay. The City shall not be obligated to call an employee in on overtime when that employee is scheduled for such test or interview during that period. The Fire Chief shall retain the right to decide if overtime or out of job classification job assignment is required in the event employees involved in such promotional activities are temporarily away from their normal work stations.

J. Ratings. Because one of the other promotional factors is past job performance, each employee shall be rated by his immediate supervisor annually regarding the employee's job performance, which shall be reviewed with the employee. The employee and the supervisor shall sign the report showing the date reviewed.

K. New Rating Form. A joint union/management committee shall meet to discuss and work on the existing rating form, or a new form if desired. A recommendation will be submitted to the Fire Chief, Personnel Director and Union President no later than June 30, 1992.

6. Demotion. Whenever an employee is placed in a position of lower class than the one in which he had been engaged, either by transfer or the deletion of some of his present duties, this shall constitute a demotion. Such changes shall be reported to the Personnel Director, and he shall make or cause to have made, an investigation of the position and shall determine if this has been done for the best interest of the service and shall then forward his recommendation to the Merit System Board. The Personnel Director shall consult with the Union prior to his making his recommendation. Any demotion shall first have the approval of the Merit System Board.

7. Rejection in Case of Promotion. An employee promoted to any position in the City service and then rejected or who rejects the promotion during a probationary period shall have the right to resume the position from which he was promoted. The same procedure shall be followed in case a position is eliminated while being filled by an employee on probationary status.

8. Probationary Appointment.

A. General. In order that the Fire Chief may effectively participate in the selection process involved in the filling of positions covered by this Agreement either by original appointment or promotion, there is hereby established a probationary or working-test period. This period shall not be less than twelve (12) months duration after appointment, but may be, at the discretion of the Fire Chief with approval of the Personnel Director and the Union President, extended for a longer period in unusual cases.

B. Evaluation. At the end of the probationary-test period, the Fire Chief shall submit, on a performance rating report blank prepared by the Personnel Director, a rating of the probationary employee's performance. An employee may be released during the working-test period but only with the approval of the Personnel Director. No salary or other wages shall be paid to an employee after his working-test period is completed unless the Fire Chief has first certified on a prescribed form to the Personnel Director and the Merit System Board ten (10) working days preceding the end of the working-test period that the services of such employee have been satisfactory and it is desired that the employee be continued in the service. The City shall decide the ability, qualifications, aptitude, competence, and capacity of a probationary employee to perform the required work.

C. Shorter Duration Prohibited. Any probationary employee who does not complete the probationary period for any reason, but is later again appointed to the classification, shall serve the full probationary period. The working-test period shall not include any time served by an employee under temporary or emergency appointment.

9. Trade Time. Whenever an employee wishes to exchange time with another employee a "Request for Time Exchange" must be completed and submitted to the Station Officer at least 24 hours prior to the date of the requested exchange. The Station Officer will check the request to make sure that the requirements listed in this section are adhered to and sign the request. The Station Officer will send the request and make necessary schedule changes, if necessary, and sign the request. The request will then be filed in the "Time Trade" file in Station #1, Lieutenant's Office.

A. All "Request for Time Exchange" will adhere to the following guidelines:

1. REGULAR TRADES: An employee may be involved in up to 48 hours of trade time at one time. This could include two, twenty-four (24) hour trades or four, twelve (12) hour trades. The employee requesting the trade shall:
   * Have an employee of equal rank or of equal acting rank work for them.

* Have the request turned into the Station Officer or Battalion Chief 24 hours prior to the time of trade.
* If the employee working the trade is sick or injured, THE EMPLOYEE WORKING THE TRADE will find an employee to fill in for them.

2. SHORT TRADES: A Station officer may grant up to six (6) hours of short trade time without permission of the Battalion Chief. The Station Officer must notify the Battalion Chief. This short trade time is to be logged in the day book.

3. THREE DAY TRADES: An employee may have three consecutive working days off by trades twice in a calendar year. One group of three consecutive working days off may be attached to the front or back of vacation day(s). The employee requesting three consecutive work days off by time trade shall:

   * Have an employee of equal rank or of equal acting rank work for them.
   * Have the request turned into the Station Officer or Battalion Chief two (2) weeks prior to the time of the trade.
   * If the employee working the trade is sick or injured THE EMPLOYEE WORKING THE TRADE will find an employee to fill in for them.

4. UNION TIME TRADES: Union time trades are permitted to allow trading of time for necessary union functions. Union time trades are to conform with all provisions of this section with the following exception:
   * Equal rank or acting rank is not necessary provided all positions on the shift can be filled without expense to the City for overtime or acting pay provisions.

   Union time trades must be filled out on a "UNION REQUEST FOR TIME EXCHANGE form.

ARTICLE 3

COMPENSATION PLAN

1. The Compensation Plan for the employees covered by this Agreement is set forth in Exhibit "A" attached hereto. The Compensation Plan shall not be changed during the life of this Agreement without the agreement of the Union.

ARTICLE 4

DUTY WEEK AND HOURS OF WORK

1. Duty Week.

A. For bi-weekly payroll purposes, the regular duty period for all employees shall start at 7:30 a.m. Sunday.

B. The regular duty hours for employees assigned to duty periods of twenty-four (24) consecutive hours shall begin at 7:30 a.m. but such duty hours shall be an average of fifty-six (56) hours per duty week over a period of at least seven (7) but not more than twenty-eight (28) days. The Fire Chief shall have the right to establish duty hours over periods other than described above as may be necessary to satisfy future state or federal standards. Platoon schedules to meet the requirements of establishing the average duty week over periods so required shall be established by the Fire Chief subject to the approval of the Union. If the parties are unable to agree, the schedule may be instituted without change of annual compensation of Union members, following which either party may institute arbitration, pursuant to the last step of the grievance procedure. The City and the Union agree the current schedule is a nine (9) day recurring cycle.

C. The regular work hours for employees working a scheduled forty (40) hour workweek shall normally be from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one (1) unpaid hour off for lunch. Employees working this schedule in the classification of Deputy Fire Chief, Fire Marshal, and Fire Inspector I are frequently responsible for key functions such as training or inspections affecting employee and public life and safety. Consequently there may be times when it is desirable to make short-term changes in the above described daily hours, but not affecting the weekly total. It is the desire of both parties to this agreement that the Fire Chief and the employee affected may mutually work out such short term changes.

D. If the average hours of duty are changed by an Federal or State law to be effective during the period of this Agreement, the Fire Chief shall have the right to establish duty schedules of the maximum hours permitted by law over the averaging period

permitted. However, the Fire Chief is required to consult with and obtain the approval of the Union for a particular schedule which meets the standards of this Article, including standards of federal or state laws herein referred to. If no agreement can be reached, the question of a schedule which meets such standards shall be referred to the joint City-Union bargaining team for resolution. If they shall fail to agree within thirty (30) calendar days, the dispute shall be resolved by using the last step in the grievance procedure described in Article 7. The Fire Chief may institute his proposed schedule pending the outcome of bargaining or the use of the grievance procedure, without change in annual compensation of Union members, in order to meet deadlines which may be prescribed by law, as long as it conforms, when applicable, to Public Act 125 or 1925, as amended.

E. The parties hereto agree that the City's administration of the regular duty week will be based on fifty-six (56) average hours per week over any seven (7) to twenty-eight (28) day recurring cycle. In the event it is determined by the Michigan Court of Appeals, the Michigan Supreme Court or any federal court or by legislative enactment that employees are covered by the provisions of sub-section 4 (A)1 of the Michigan Minimum Wage Law of 1964, as amended, the parties further agree that notwithstanding anything to the contrary in any such court ruling or legislative enactment, that such coverage will be prospective only from the date of said court ruling or effective date of said legislature enactment.

F. If, at any time during the contract year, any Federal or State law is enacted which modifies Public Act 604 of 1978 and said modifications change the duty hours or overtime payments to employees, either party may, within ninety (90) days of said change, request negotiations.

2. Residency Requirements. Employees covered by this Agreement shall be required to reside within the limits of Midland County or the City within six (6) months after completion of their probationary period.

ARTICLE 5

HOLIDAYS

1. Holidays Paid. Two times the employee's base rate of pay in the classification worked shall be paid for all work performed on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. All holidays shall be a twenty-four (24) hour period from 7:30 a.m. of the holiday itself until 7:30 a.m. of the following day.

   A. Employees shall be paid one (1) twenty four (24) hour days pay at their base rate for the seven (7) holidays referred to herein if the holiday is not worked, for the day on which the holiday falls. Provided, however, that the employee is not on an unpaid leave of absence or laid off.

   B. Whenever an employee working on a platoon system has a scheduled day fall upon any of the above named holidays, he shall work the same as any other day, unless he can trade shifts and then only with the approval of his Fire Chief.

   C. An employee working a scheduled forty (40) hour workweek shall have each of the seven (7) holidays off with pay unless called to work in an emergency. When the holiday falls on Saturday, the previous day will be declared a holiday and when the holiday falls on Sunday, the following day shall be declared a holiday.

   D. In addition, an employee working a scheduled 40 hour workweek shall also have the Friday after Thanksgiving, and the last four (4) scheduled hours immediately preceding the Christmas Day holiday and the New Year's Day holiday as holidays off with pay. The two, four hour periods immediately preceding the Christmas Day holiday and the New Year's Day holiday may be combined to be used as a whole day in front of either holiday.

ARTICLE 6

LEAVES OF ABSENCE

1. Leaves - Generally. No employee may be absent from his job without an approved leave. An approved leave shall be any leave with pay as specified in this Agreement, special leave, or leave of absence without pay (all leaves properly prearranged). Absence from duty without approved leave, or following an approved leave for more than three (3) consecutive work days shall be deemed a resignation from the City service by the absentee. Upon a report of such absence by the Fire Chief to the Personnel Director, the absentee shall be removed from the City service. If at any time within ten (10) days thereof the person so absenting himself shall make satisfactory written explanation to the Fire Chief of the cause of his absence, he may be reinstated in his position. If the Fire Chief does not reinstate the employee he may file a grievance as if a discharge had occurred.

2. Vacation Leave with Pay. Employees shall receive annually on January 1, the days of paid vacation leave as shown on the following schedules to be taken during the calendar year:

WORK DAYS OF VACATION LEAVE FOR
56 HOUR PERSONNEL

Years of Service	Days
One through four	6
Five through nine	9
Ten through fourteen	10
Fifteen through nineteen	11
Twenty through twenty-four or more	12

WORK DAYS OF VACATION LEAVE FOR
40 HOUR PERSONNEL

Years of Service	Days
One through two	12
Three through four	14
Five through nine	19
Ten through fourteen	21
Fifteen through nineteen	23
Twenty or more	25

On each January 1 crediting date of the employee's entry year, whether or not the employee has completed the first six (6) months of his probationary period, the number of vacation days credited to him shall be proportional to the number of months of the preceding twelve (12) months he was employed by the City computed to the nearest half day. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month. For all other employees, past practice on crediting will prevail.

Even though vacation days may be credited to him, an employee must first successfully complete the first six months of his probationary period before he may use the vacation days. If the days credited to him on January 1 total less than three days, he shall be permitted to borrow the difference from the second January 1 crediting.

A. Scheduling Procedure. Vacation schedules shall be developed by the Fire Chief in accordance with procedures described herein. It shall be the policy of the department to schedule vacations, according to employee's requests with departmental seniority prevailing, over as wide a period as possible in order that service by the department may be available at all times.

The Battalion Chiefs on each shift will promulgate vacation schedule between January 1 and March 1 of each year. Vacations will be picked by seniority on each shift. Two members from each shift will be allowed on vacation at the same time. This limitation will be waived for an employee changing shifts because of promotion or departmental assignment after vacation selections have been established. The following procedure for picking vacations will be followed:

FIRST VACATION PICK: Each member may pick, by shift seniority, a one (1) day, or a two (2) day or a three (3) day vacation or combine two three day vacations into one vacation.

SECOND VACATION PICK: After each member has had a first pick, then he may, by shift seniority, pick a second one (1) day, or a two (2) day or a three (3) day vacation or combine two three day vacations into one vacation.

THIRD VACATION PICK: After each member has had a second chance to pick vacation, he then may, by shift seniority, pick a one-half day, a one day, or a two day or a three day vacation.

The remainder of the vacation days remaining will then be picked on a "first come - first served" basis. However, vacation may not be used in less than one half (1/2) day periods. A member requesting vacation shall notify the Battalion Chief on duty by 7:00 a.m. of the day that the vacation is being requested or by 7:00 p.m. of the half day that the vacation is being requested. The Battalion Chief will verify the request with the Vacation Master Schedule to ascertain if the day is available and if so, grant the request. When picking vacations, members are charged with the responsibility, in fairness to other members of the shift, of picking only the vacations they definitely plan to use. It is understood that circumstances may arise in which cancellation of a vacation may become necessary. However, it is requested that cancellation of a vacation be made only if absolutely necessary.

B. Vacation Cancellation. A.M. vacations, if canceled, shall be done so by 6:30 a.m. and P.M. vacations by 3:30 p.m. of the day in question. Cancellations shall be for the total amount of days picked in the selection. Cancellation of vacation shall not cost the City of Midland overtime pay.

Vacation may be canceled due to illness, injury or death as outlined in this contract, specifically Article 6, Section 4A and Section 5A.

Exceptions to the above situations will occur only with the approval of the Fire Chief and the Personnel Director.

C. Vacation Carry Over. Annual leave not exceeding a maximum of three (3) days may be carried over from one calendar year to the next calendar year. An employee working a scheduled forty (40) hour week shall be allowed to carry over a maximum of five (5) days each year. With the approval of the Fire Chief and the Personnel Director every third year a fifty-six (56) hour employee may carry over six (6) days and a forty (40) hour employee may carry over fifteen (15) days to provide an extended vacation.

In the event of an extended illness or injury where an employee is not able to use his annual leave, the carry over provisions may be waived with written recommendation of the Fire Chief and approval of the Personnel Director.

D. Forty Hour Employee Vacation Payment. A forty hour employee may receive payment for up to five (5) days vacation once each calendar year with ten (10) working days notice. The "buy back" will be in full day increments, paid at the employee's base wage. The employee's election shall be irrevocable written notice at the Personnel Department. Any such days paid will not be included in any overtime consideration.

3. Sick Leave With Pay.

A. Earning. Each regular full time employee working on a platoon system shall be allowed eight (8) working days of leave with pay per year on account of sickness and an employee working a scheduled forty (40) hour week shall be allowed twelve (12) working days of sick leave per year. On each January 1 crediting date following the employee's entry to City employment, whether or not the employee has completed the first six (6) months of his probationary period, the actual number of sick leave days credited to him shall be proportional to the number of months he was employed by the City rounded to the nearest half day. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month.

B. Use. Even though sick leave days may be credited to him, an employee must first successfully complete the first six (6) months of his entry level probationary period before he may use the sick leave days. If the days credited to him on January 1 total less than four (4) days he shall be permitted to borrow the difference from the second January 1 crediting. Between completion of said

probationary period and the first January 1 crediting, if applicable, an employee may borrow up to four (4) sick leave days from his first crediting, if necessary. Requests for borrowing shall only be granted at the discretion of the Fire Chief and the Personnel Director.

C. Certification. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth reasons for sick leave, may be required at the discretion of the City for each absence regardless of duration should the City have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence or failure to obtain the medical certificate shall constitute cause for disciplinary action or dismissal.

D. Accumulation and Payment of Sick Leave-40 Hour Employees.

(1) An employee shall be entitled to accumulate all unused annual sick leave.

(2) In the event of death, retirement, deferred retirement, or job related total disability of an employee, the City will at such time pay to him, or to his estate, one half of his accumulated sick leave not to exceed sixty (60) full days at his base pay rate in effect at such date.

E. Accumulation and Payment of Sick Leave-56 Hour Employees.

(1) An employee shall be entitled to accumulate all unused annual sick leave.

(2) In the event of death, retirement, deferred retirement, or job related total disability of an employee, the City will at such time pay to him, or to his estate, one half his accumulated unused sick leave not to exceed forty-five (45) full days at his base pay rate in effect at such date.

4. Sick Leave Utilization. An employee may utilize his sick leave upon approval of the Fire Chief and receive pay therefore upon submission of a time card approved by the Fire Chief, for absence due to his illness or injury and for absence due to illness or injury of others as specified below in Section 4B:

A. Illness or Injury. Sick Leave may be utilized by an employee in the event of his illness or injury or for illness or injury in his immediate family which necessitates his absence from work. "Immediate family" shall mean the employee's current spouse, child, brother, sister, parent, parent-in-law, spouse's brother or sister, brother's spouse, sister's spouse, son-in-law, daughter-in-law, grandchildren, grandparents, or other relative living (not visiting) in the employee's household. Sick leave may not be taken in less than one half day increments.

B. Sick leave may be taken in half duty day amounts starting at either the beginning of the shift or the shift midpoint. The Battalion Chief shall be notified at least one half hour before the start of the shift on the date proposed for sick leave. Platoon personnel able to return to duty by 7:30 p.m. shall notify the Battalion Chief by 4:00 p.m. If the platoon employee leaves duty because of sickness before 2:00 p.m., he will be charged one day sick leave. If a platoon employee leaves duty because of sickness after 2:00 p.m., he will be charged one half (1/2) day sick leave. If an employee leaves duty because of sickness after 2:00 a.m., he will not be charged for any sick leave use.

(1) Beginning on May 1, 1994 and continuing until December 31, 1994, unless both the City and the Union execute a letter of understanding extending the following until the end of the term of this contract, each regular full-time employee working on a platoon system may choose to convert one-half (1/2) day or twelve (12) hours of sick leave to Personal Emergency Leave and an employee working a scheduled forty (40) hour week may choose to convert one day or eight (8) hours of sick leave to Personal Emergency Leave. This conversion is an option which may be exercised by the employee and is limited to the number of hours described above per year. If an employee wishes to exercise this option, the employee must submit a request in writing to the Fire Chief by not later than May 1, 1994. The appropriate

number of hours will be converted and credited on the first payroll after May 1, 1994.

(a) If the City and the Union have not executed a letter of understanding extending the expiration date of this provision until the end of the contract term, then the following shall occur:

(1) Full-time employees working on a platoon system who have exercised the option of converting one-half (1/2) day (12 hours) of sick leave to Personal Emergency Leave by submitting a request on or prior to May 1, 1994 shall maintain the existing balance of Personal Emergency Leave until such time as it is depleted or upon expiration of this contract term whichever comes first.

(2) Full-time employees working a scheduled forty (40) hour week who have exercised the option of converting one day (8 hours) of sick leave to Personal Emergency Leave by submitting a request on or prior to May 1, 1994 shall maintain the existing balance of Personal Emergency Leave until such time as it is depleted or upon expiration of this contract term whichever comes first.

(3) No other requests for conversion of sick leave to Personal Emergency Leave may be submitted after May 1, 1994.

(4) The provision of converting sick leave to Personal Emergency Leave shall cease to exist.

(b) If the City and the Union have executed a letter of understanding extending the expiration date of this provision until the end of the contract term, then the following shall occur:

(1) Full-time employees working on a platoon system wishing to exercise the option of converting one-half day (12 hours) of sick leave to Personal Emergency Leave shall be limited to one-half day per year and must submit a request in writing to the Fire Chief by not later than December 15 of each year prior to the conversion crediting.

(2) Full-time employees working a scheduled forty (40) hour week who have exercised the option of converting one day (8 hours) of sick leave to Personal Emergency Leave shall be limited to one day per year and must submit a request in writing to the Fire Chief by not later than December 15 of each year prior to the conversion crediting.

(3) The appropriate number of hours will be converted and crediting on the January 1 leave crediting.

(4) Employees may not convert Personal Emergency Leave to Sick Leave.

(5) The unused balance of Personal Emergency Leave shall be carried over into the next year.

(c) On a single occasion each calendar year employees who have used all of their personal emergency leave may, when it is necessary to secure medical services for the employee, trade sick time (8 hours for 40-hour personnel or 12 hours for 24-hour personnel) for an equal amount of personal emergency leave. The employee shall request the trade in writing explaining the reasons the medical service cannot be arranged during off duty hours as this trade is not intended to increase the personal emergency leave (P.E.L.) but assist the employee in extreme cases. The written request shall be submitted to the Fire Chief and Director of Personnel for Approval.

Leaving Duty Because of Sickness

56 Hour Employees	40 Hour Employees	Amount of Charged Sick Leave
Before 2:00 p.m.	Before 11:00 a.m.	1 day
After 2:00 p.m.	After 11:00 a.m.	1/2 day
After 2:00 a.m.	After 3:00 p.m.	No Charge

C. Substitution of Vacation for Sick Leave. When an employee has used all of his earned sick leave and is unable to return to work, vacation may be substituted for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used.

D. Extra Sick Leave. The Fire Chief may in exceptional and meritorious cases, with the approval of the Personnel Director and the Merit System Board, recommend to the City Council the granting of sick leave with pay for more than the accumulated number of leave days to which an employee is entitled. Pay for such extra leave days shall not be made until the recommendation has been approved by the City Manager.

E. Worker's Compensation. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Worker's Compensation Laws of the State of Michigan. In addition to the minimum amount required by law, the City shall pay to the employee an additional sum not to exceed the difference between his regular salary and the said Worker's Compensation payment for any period of disability of not more than the first sixty (60) working days covered by Worker's Compensation benefits.

Upon positive recommendation from both the Fire Chief and Personnel Director, an extension of up to an addition thirty (30) working days of City supplement is possible if requested by the employee to the Fire Chief, and approved by the Merit System Board.

The employee may thereafter use earned sick leave and/or vacation leave in one half (1/2) day increments in addition to the Worker's Compensation payments for a total sum not to exceed his regular salary. The employee shall continue to earn vacation, longevity, sick leave, and holiday pay while receiving a City supplement to Worker's Compensation payments. Following the utilization of the entire City supplement permitted, vacation and sick leave, the employee shall be placed on disability retirement or on unpaid leave of absence.

5. Personal Leaves.

A. Funeral Leave. It is the intent of this provision to provide emergency leave to employees to enable their attendance at funerals involving their immediate family as defined below. This provision should not be construed as to permit emergency time off to attend to other personal matters connected with a funeral. In case of death in his immediate family, a regular full time employee working on a platoon system shall be granted a paid leave of absence of up to two (2) 24 hour days and an employee working

forty (40) hour workweek shall be granted up to three (3), eight (8) hour days at the discretion of the Fire Chief, but such period is to extend longer than two (2), twenty-four (24) hour days or three (3), eight (8) hour days, approval of the City Manager shall be required. Immediate family is defined in Article 6, Section 4A (page 25) and shall also include the employee's grandparents-in-law and current spouse's brother's and sister's spouse for this purpose.

B. Court Time. Time spent by employees in court outside scheduled duty days under subpoena as a result of their employment shall be considered as time worked, overtime shall be paid at one and one half (1 1/2) times the employee's base pay.

Such time spent during the employee's regular duty hours shall be considered time on duty. All subpoena fees and mileage received shall be returned to the City. Employees subpoenaed for jury duty shall not lose pay for time off duty to perform those activities. All fee subpoena fees and mileage received except for any jury duty on the employee's off duty days, shall be turned over to the City. An employee must notify the Fire Chief or his designee as soon as a subpoena notice is received and must keep the Fire Chief or his designee advised of availability for work.

C. Special Leave for Outside Civic Activity. Any regular full-time employee of this bargaining group who submits a request in writing to serve on an outside civic activity during his regular working period shall submit such request to the City Manager. The City Manager shall submit the request and his recommendation to the Merit System Board. The Merit System Board shall hold a hearing and make a recommendation to the City Council. The City Council may authorize the employee to receive from the City a sum equal to the difference between the amount received for such outside activity and the amount he would have received for normally scheduled full-time City employment.

D. Military Leave. Any permanent employee who is inducted into the Armed Forces of the United States, or joins the Armed Forces in lieu of being inducted under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of the service. After being honorably discharged from his first tour of duty, such employee would be reinstated to his former position or one comparable to it as may be required by State or Federal law, provided:

(1) He makes application for reinstatement within ninety days after he is released from military duty or from hospitalization continuing after discharge for a period of not more than one year.

(2) He is physically and mentally qualified to perform the duties of such position if it still exists.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he qualifies to perform as will provide him with like status, and pay, or the nearest approximation thereof consistent with the circumstances of his case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

Any permanent employee who requests a leave of absence, not to exceed two calendar weeks annually to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his commanding officer. Compensation shall consist of the employee's reserve pay or his full salary, which ever is greater.

Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount he receives for such duty and his salary for each day of duty not to exceed one calendar week per incident.

However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

E. Personal Emergency Leave. A regular full-time employee who has elected to convert sick leave to Personal Emergency Leave in accord with Section 4(B)(2) of Article 6 shall be credited with the appropriate number of hours of Personal Emergency Leave which may be used in the following manner:

(1) Personal Emergency Leave shall be used in a minimum of two (2) hour increments.

(2) Prior to utilization, approval must be granted by the Fire Chief, or his designee, and the shift vacancy filled as required.

6. Maternity Situations. Employees desiring absence from the job related to pregnancy may utilize any paid or unpaid leave of absence provided by this Agreement in full accord with the provisions provided for each type of leave.

7. Leave of Absence Without Pay. All requests for leave of absence without pay shall be made in writing by the employee desiring the leave to the Fire Chief. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of such employee to return to the service of the City at the expiration of such employee to return to the service of the City at the expiration of the leave. Such requests shall be transmitted to the City Manager by the Fire Chief with a statement of his approval or disapproval of the request, his plan for taking care of the work during the absence of the employee and if necessary, his request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager and the Merit System Board, except that when leave of absence is made necessary through sudden illness or injury or service of country or state, the Fire Chief may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager and the Merit System Board, shall be retroactive.

A. Leave of absence may be granted for good cause including temporary physical disability, study, or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City Service except temporary military service or military service for an indefinite period of time in case of war or civil insurrection.

B. An employee who has been on leave of absence and reports back to the Fire Chief at the expiration of such leave shall be reinstated to his former position. In any case where the position formerly filled by an employee on leave has been discontinued because of lack of funds or lack of work, the returned employee shall be placed at the head of the appropriate eligible list for reinstatement to a corresponding position in the City Service.

C. Employees shall not earn benefits while on an unpaid leave of absence over three (3) work days. Upon their return to work and at the next occasion when leave, vacation, and longevity amounts are credited, the employee shall have the time spent on unpaid leave added for purposes of determining the proper step in the vacation of longevity schedule but the amount or vacation, sick leave days, and longevity granted shall be prorated based on the proportion of the previous twelve (12) months actually worked.

ARTICLE 7

GRIEVANCE PROCEDURE

1. General A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of the Agreement or whether a rule, regulation, or directive is fair or reasonable. The City and the Union agree that this grievance procedure is structured to provide an expeditious and harmonious procedure for resolving grievances. The time limits specified therein may be extended by mutual agreement. Any individual employee may present a grievance and have the grievance adjusted if the adjustment is not consistent with the terms of agreement, provided that a representative of the Union has been given the opportunity to be present at such adjustment. The grieving employee and one member of the Union, if choosing to participate, shall not lose pay for time off the job while involved at any step of the grievance procedure in meetings at which supervision or City representatives are present.

2. Steps

Step 1 Any employee with a grievance should discuss said grievance within seven (7) calendar days after he learns or should reasonably have known of the grievance with his immediate supervisor in an attempt to reach an agreement. The immediate supervisor shall give his answer orally within twenty-four (24) hours. If no agreement can be reached, then the second step of the procedure shall be followed.

Step 2 If not resolved in Step 1, the employee may appeal the grievance to the Fire Chief. The grievance shall be in writing and submitted within five (5) calendar days from the answer in the previous step. The written answer of the Fire Chief shall be given within seven (7) calendar days.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be presented in writing within seven (7) days to the Personnel Director, who shall then conduct a hearing involving all parties. A reply stating the Personnel Director's decision shall be made in writing within two (2) weeks of his receipt of the appeal.

Step 4 If the decision of the Personnel Director is not satisfactory, either party may, in writing within seven (7) days, request arbitration, and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. An employee may seek arbitration only if represented by the Union. The parties shall attempt to agree upon an impartial arbitrator.

If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association.

The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City. Transcript costs shall be borne by the requesting party unless both shall request a transcript. Then the City and Union shall each pay one half the cost.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitration involving the discipline or discharge (layoff is not to be considered discharge) of an employee, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly.

He shall have the authority in cases concerning discharge, discipline or other appealable matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received, less compensation including unemployment compensation, if any, earned elsewhere during the period in question. His award shall be final and binding on the parties and affected employees, if made in accordance with his jurisdiction and authority under this Agreement.

ARTICLE 8

EMPLOYEE TERMINATION

1. Layoff. Whenever, because of lack of work or funds, it is necessary to reduce the number of employees on the Fire Department payroll, this shall be accomplished in inverse order to an employee's length of service with the department from his last date of hire. Whenever two (2) employees in the Fire Department have equal seniority, the one who had the lower average score at the time of hire shall be laid off before the higher scoring employee. Employees, thus separated from the service through no fault of their own, shall be placed on the reemployment list as provided in the Rules and Regulations of the Merit System Board. Nothing in this section shall be construed as contrary to the rights of the City to suspend or discharge an employee for cause.

2. Resignation. An employee resigning from his position whenever possible, shall give sufficient advance notice of his intention to enable the City to make proper provisions for the filling of the position. Any employee failing to give notice of termination at least two calendar weeks in advance shall forfeit reimbursement for accumulated vacation. All resignations shall be in writing and filed with the Fire Chief, the Personnel Director, and the Merit System Board.

3. Reinstatements. In case of reinstatement of the City employee within eighteen (18) months after leaving the City service, credit shall be given for past service insofar as promotions are concerned.

4. Cause of Removal, Discharge, or Reduction.

   A. The following shall be considered just cause for removal, discharge, or reduction, although removal, discharge, or reduction may be made for other just causes. Should any of the enumerated causes for discipline be declared illegal by a court of competent jurisdiction, the cause shall be declared non-applicable as justification for employee discipline.

      That the employee --

      (1) has been after September 30, 1977, convicted of a felony with specific intent; or

(2) has willfully and knowingly violated any provisions of the Merit System Ordinance or the rules of the Board; or

(3) has been guilty of any conduct unbecoming to an officer or employee of the City; or

(4) has willfully and knowingly violated any lawful official regulation or order, or failed to obey any proper direction made and given by his superior officer; or

(5) has been intoxicated or under the influence of intoxicants while on duty; or

(6) is offensive in his conduct or language toward the public or toward City officers or employees; or

(7) has been afflicted with any disease or has any physical ailment or defect substantiated by medical evidence, which in the opinion of the Personnel Director and the Merit System Board, makes him unfit for City service; or

(8) is incompetent or inefficient in the performance of the duties of his position; or

(9) is careless or negligent with the monies or other property of the City; or

(10) has failed to pay, or make reasonable provision for future payment, or his debts due or owing by him, to such extent that such failure is detrimental or scandalous to the City service; or

(11) has used or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer, change of grade and pay or character of work; or

(12) has taken any fee, gift or other valuable thing in the course of his work or in connection with it for personal use from any person when such gift or other valuable thing is given in the hope or expectation of receiving a favor for better treatment than that accorded other persons; or

(13) Section 2-77 of the Code of Ordinances shall govern the political activity of employee; or

(14) is guilty of abuse of sick leave.

B. It is recognized by both the City and the Union that all matters regarding disciplinary action must take into account not only the seriousness and number of offenses, but the employee's past record of performance and the circumstances under which the offense was committed. Disciplinary action may take one of the following forms:

(1) Warnings. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance, or violations of a minor nature.

(2) A Written Reprimand. This form of disciplinary action may be used for the same reasons as those stated for warnings. Normally, written reprimands would be issued in those instances where repetition of a violation would be considered serious.

(3) Demotions. This form of disciplinary action may be used when the employee does not give satisfactory service in the position he holds, but gives evidence of ability to perform the work and responsibilities of a lower classification.

(4) Suspension. Temporary suspension not to exceed sixty (60) days within one calendar year, for disciplinary purposes where the violation is serious in nature, but not sufficiently grave for dismissal.

(5) Dismissal. A discharge or permanent separation for disciplinary reasons where the violation is of a serious nature.

5. Suspensions. Suspensions are temporary separations from the City service for disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the Fire Chief and the City Manager without pay, up to a period of sixty (60) days within one year. A record of any and all suspensions, or demerits of any kind, given to any employee by a Fire Chief, for the purpose of disciplinary purposes, shall be filed, with reasons therefore, in the Personnel Department.

6. An employee, separated from the City service through suspension or dismissal, shall not be hired in any other department, either on a temporary or permanent basis, unless specifically approved by the City Manager and the Merit System Board.

ARTICLE 9

INSURANCE

1. Health Insurance.

Health Insurance. Effective no later than April 1, 1997, the City shall provide the following health and hospitalization insurance (or equivalent) for employees effective 30 calendar days after the date of hire:

Blue Cross/Blue Shield Medical Traditional 90/10 with ML riders and certificates: FC, SD, COMP, D45NM, BMT, SOTPE, SAT2, ICMP, HCB1, PSG, VST, CNM, CNP, FAERC, ML, RPS, RM, MMC4, MMCPD, PREF RX, PDCR3, MOPD, BC65, GCPD, BS1, MM65, MMCPD, COB3, GPCST2, MM65AL, MMCPDC, PTB, ASFP, XTMJ, MMXTMJ, SUBRO2, RDC, HMN, GLE-1, TSA, RAPS, NC, RAPS2, GCO, ESRD, CC, CLC.

During the life of this agreement, if average premiums should increase to an amount higher than the following maximum premium increase guidelines, the difference shall be paid by the employees on a proportional basis through payroll deduction or the Union will assume responsibility to structure this BC/BS traditional Medical care coverage to stay within the maximum premium increase guidelines.

For contract year 1996-1997, each employee who is on the payroll after full ratification shall receive a one time $100.00 (one hundred dollar) payment for savings anticipated in health care costs for this fiscal year. This payment shall be paid to the employees after full ratification. This employee sharing of savings applies to contract year 1996-1997 only. For contract year 1997-1998, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed $5,265. For contract year 1998-1999, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed $5,500.

Union agrees to $5.00 per pay pre-funding for all full time employees' retiree health insurance for those employees hired prior to March 1, 1997. The City and Union agree:

* The City will establish a trust fund with oversight committee

* Trust fund moneys used for those retiring after December 1, 1995 only

* The City will provide a quarterly report of fund to secretary/treasurer of the Union

* Employees leaving city employment prior to retirement shall be reimbursed his/her contributions plus interest

* At the time that the trust fund exceeds the City's current liability, contributions will cease

Employees hired on or after March 1, 1997 will be eligible for continued medical insurance coverage when they retire from the City, providing they pay 50% of the premium. The City will pay the other 50%. Employees hired on or after March 1, 1997 do not contribute to the pre-funding of retiree health care.

B. Annual buy out. Prior to each July 1, an employee may opt out of City health insurance as outlined in A, above. To accomplish this, the employee must provide the Personnel Department with proper documentation that he/she is covered by alternative health insurance. After proper documentation has been provided, the employee will be compensated in the following manner:

(1) Retrospective payment will be made in two increments, after employee stays out of group.

FAMILY	$750 paid in December and June.
2 PERSON	$750 paid in December and June.
SINGLE	$375 paid in December and June.

(2) The employee is eligible to re-enroll if alternative insurance expires. Re-enrollment date is the 3rd of the month after expiration of the alternative insurance.

(3) If alternative insurance expires, the amounts in Section B. 1., above, will be retrospectively pro-rated on a monthly basis for the total amount of full months the employee opted out of City health insurance.

C. Coverage and Worker's Compensation. The City's obligation to pay for any health insurance premiums shall continue when an employee is injured or incapacitated in the actual performance of duty, provided however, that the employee is receiving Worker's Compensation benefits as provided for under Worker's Compensation Laws of the State of Michigan and the following procedures are complied with.

Prior to the date the employee is off work for two (2) years the Personnel Director may request the Merit System Board to hold a hearing on the City payment for health insurance premiums as provided in this Agreement. The Merit System Board shall then hold a hearing to determine the facts of the case and may rule the City's contractual insurance payments halted at the end of two years if the employee is physically and mentally able to return to work and the Merit System Board determines that there is no overriding financial need for continued City payment. If their decision is not to halt payments, similar hearings may be requested by the Personnel Director from time to time but no more frequently than every six months.

The City shall also pay the City's share of health insurance costs while the employee is receiving Worker's Compensation payments and actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

D. Effect Upon Termination. Except as noted in this Article the City's responsibility for making health insurance payments for the benefit of the employee ceases upon termination; or after thirty (30) calendar days on an approved unpaid leave of absence.

Those employees not eligible for City paid health insurance as described in this Agreement may arrange with the City to continue the health insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

E. Family Coverage Upon Death. The City will continue to pay the health insurance premiums for the current spouse and dependents of employees killed or fatally injured in the line of duty, however, such obligation to pay the insurance premiums for the spouse shall cease upon remarriage of the spouse.

F. Retiree's Coverage. The City shall continue to pay the premiums for retired employees, their spouses and dependents in accordance with the following section; providing, however, in event of divorce or remarriage of the spouse, the City's obligation to pay the premiums for the spouse's insurance will cease. (Spouse of record is spouse at the time of retirement - hereinafter referred to as spouse.)

RETIREES HOSPITAL AND MEDICAL INSURANCE

Status		City Contribution Percent of Total Cost after 7/1/88	Hired After 3/1/97
1.	Single - under age 50	60	50
2.	Single - under age 50 with dependents	60	50
3.	Single - age 50 or over	100	50
4.	Single - age 50 or over with dependents		
	Employee	100	50
	Dependents	60	50
5.	Married - employee and spouse under 50	60	50
6.	Married - employee and spouse under age 50 with dependents	60	50
7.	Married - employee age 50 or over and spouse under 50		
	Employee	100	50
	Spouse	60	50
8.	Married - employee age 50 or over, spouse under 50 with dependents		
	Employee	100	50
	Spouse	60	50
	Dependents	60	50
9.	Married - employee and spouse age 50 or over	100	50
10.	Married - employee and spouse age 50 or over with dependents		
	Employee	100	50
	Spouse	100	50
	Dependents	60	50
11.	Disability pension (however disabled) - includes spouse and dependents, if any	100	100
12.	Deferred retirement	-0-	-0-

An employee taking a deferred retirement and electing to remain in the City's hospital and medical program shall pay the full cost of the premium, in advance each quarter. At such time as an employee on a deferred retirement starts receiving retirement benefits, the provisions outlined shall apply.

2. Life Insurance.

A. General Description. Each employee will be provided with a life insurance policy in the amount of $50,000 term insurance and an additional amount of $50,000 AD & D insurance. The City will pay one hundred per cent (100%) of the term and AD & D insurance cost.

B. Coverage under Worker's Compensation. The City shall pay, for a period not to exceed two (2) years, the City's share of life insurance premiums, from the most recent occurrence, when an employee, injured or incapacitated in the actual discharge of duty for the City, is receiving Worker's Compensation as provided for under Worker's Compensation Laws of the State of Michigan. The two (2) year payment period may be extended in six (6) month increments by the Merit System Board provided the following procedures are complied with.

Prior to the date the employee is off work for two (2) years the employee may request the Merit System Board to hold a hearing to extend the City payment for life insurance premiums as provided in this Agreement. The Merit System Board shall then hold a hearing to determine the facts of the case and may only extend the City's contractual insurance payments for up to an additional six (6) month period at a time if the employee is not physically and mentally able to return to work and the Merit System Board determines that there is financial need and a justification of extra compassion. This provision may be used on each occasion as the extension's ending point approaches.

The City shall also pay the City's share of life insurance costs while the employee is receiving Worker's Compensation payments irrespective of the two (2) year limit and/or its extensions and actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

Any employee receiving Worker's Compensation who works for salary or wages other than provided in the Worker's Compensation Law from other than the City of Midland without written permission from the Personnel Director shall forfeit all rights to City paid life insurance payments while receiving Worker's Compensation.

Except as noted in this Article the City's responsibility for making life insurance payments for the benefit of the employee ceases upon termination; or after thirty (30) calendar days on an approved unpaid leave of absence.

ARTICLE 10

RETIREMENT AND LONGEVITY

1. Retirement.

A. General. All employees shall be included in the retirement program provided under Retirement Act No. 345, P.A. 1937 of the State of Michigan as amended.

B. Multiplier.

(1) Effective July 1, 1982, the multiplier used for retirement benefit calculation purposes shall remain at two point two percent (2.2%) for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection C below.

(2) Effective December 31, 1987, the multiplier used for retirement benefit calculation purposes shall be changed to two point three percent (2.3%) for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection C below.

(3) Effective December 31, 1988, the multiplier used for retirement benefit calculation purposes shall be changed to two point five percent (2.5%) for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection C below.

(4) Effective July 1, 1994, the multiplier used for retirement benefit calculation purposes shall be changed to two point five two five percent (2.525%) for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection C below.

(5) Effective January 1, 1997, the multiplier used for retirement benefit calculation purposes shall be changed to two point seven percent (2.7%) for first twenty-five (25) years of service and one percent (1%) after twenty-five (25) years of service for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection C below.

C. Employee Contribution.

(1) Effective July 1, 1987, the employee's contribution shall be increased to 6.0%.

(2) Effective July 1, 1988, the employee's contribution shall be increased to 8.5%.

(3) Effective July 1, 1989, the employee's contribution shall be increased to 9.0%.

(4) Effective July 1, 1991, the employee's contribution shall be decreased to 8.0%

For payroll purposes, this will be implemented on the first whole bi-weekly payroll after July 1 dates.

D. Final Average Compensation. The Final Average Compensation (F.A.C.) will be 3 of 10.

E. Annuity Withdrawal. Effective July 1, 1987, at retirement, employees may exercise the option of withdrawing their accumulated contributions with interest, and thereby forfeiting the portion of their retirement allowance which was financed by their contribution.

The rate of interest shall be determined according to the table prepared by an independent agency, and which has been adopted by the Retirement Board of the City of Midland Policemen and Fire Fighters Retirement System.

F. Non-Duty Death. Effective September 1, 1987, the non-duty death in service survivor's pension shall be payable to a surviving spouse, if any, upon the death of a member of 10 or more years service.

G. Death During Disability Retirement. Effective July 1, 1994, disability retirement survivor's pension shall be paid to a surviving spouse, if any, upon the death of a member on disability retirement. The survivor benefit will be 60%. Spouse at time of disability retirement is spouse of record.

H. Minimum Retirement Qualification. Effective December 31, 1989, the minimum amount of years of service and age to qualify for retirement shall be twenty-three (23) full years of service, with no minimum age required. Additionally, effective July 1, 1991, the minimum amount of years of service and age to qualify for retirement shall also be age fifty-five (55) and ten (10) or more full years of service.

I. Non-Duty Disability Pension. Effective July 1, 1998, the non-duty disability pension benefit of one point five percent (1.5%) per year of service of final average compensation through age 55 shall be increased to two percent (2.0%).

2. Longevity. Employees covered by this Agreement shall receive annual longevity payments as set forth in the Compensation Plan on page 68.

ARTICLE 11

SALARIES AND OVERTIME

1. Wages. Pay rates shall be in accordance with the ranges, classifications, and provisions of the City's Compensation Plan. A copy of the Compensation Plan pertaining to employees is attached hereto and made a part of this Agreement.

2. Overtime.

A. Overtime Payment. Fire Department employees working on a platoon system who are scheduled to fill in during absences shall be compensated for authorized overtime work by jointly (employee and supervisor) prearranged equivalent time off, when practical, or paid time at time and one-half (1 1/2) their regular rate of pay for additional hours worked. The hourly rate shall be determined by dividing the employee's annual base rate at the time of the overtime by 2912.

Time off work due to vacation, sickness, injury leave, union business, meetings, bargaining sessions, conventions, seminars or other paid leaves shall not be considered as time worked for the purpose of calculating the overtime payment required by the Michigan Statutes or this Agreement.

B. Scheduled Overtime. Scheduled overtime shall be authorized by the Fire Chief and is any overtime necessary to maintain the shift, the twenty-four hour shift begins at 7:30 a.m. and is divided into two twelve hour periods, the day half of the shift from 7:30 a.m. to 7:30 p.m. and the night half of the shift from 7:30 p.m. to 7:30 a.m. When an employee is offered overtime after the start of the twenty-four hour shift, he shall be offered the remainder of the twenty-four hours. When an employee is offered overtime prior to the start of twenty-four hour shift he shall be offered either the day half or night half of the shift as determined by the Battalion Chief in charge. If a person is up for overtime, try to contact this person up to twelve (12) hours before the start of the available overtime. If contact is not made, proceed to call the next person. The first person contacted will not have their choice of the day or night shifts. They must accept the immediate twelve (12) hours or refuse. When an employee refuses overtime offered him, he shall be charged with the total number of hours

offered. Only the available day shifts will be filled before 7:00 a.m. the day of the overtime. After all of the day shifts are filled, then fill the night shift.

C. Unscheduled Overtime. Unscheduled overtime is any overtime required because of emergency call-in, hold over at shift change, safety meetings, or any other activity authorized by the Fire Chief. Charge the person with the hours worked and place them in the proper position in the book as soon as possible. Working one of these unscheduled overtimes would not make the employee ineligible for a later scheduled overtime that day provided he is low on the overtime list.

D. Filling Overtime Vacancies. The Battalion Chief in charge shall cover an overtime vacancy in the following manner:

(1) The employee of the proper rank who is eligible to work overtime and who has the least amount of overtime charged to him shall be the first called to work overtime, the next lowest employee in terms of overtime second, etc., until the overtime vacancies are filled.

(2) Vacancies shall be filled in the following manner:

a. The day shift of the shift shall be filled first with an employee of the proper rank by starting at the beginning of the overtime list.

b. The night half of the shift shall be filled second by continuing through the overtime list. If, after reaching the end of the overtime list the Battalion Chief in charge is unable to fill the vacancy, he shall go back to the beginning of the overtime list and continue through to the employee who accepted the day half of the overtime assignment and offer it to him.

c. In the event the vacancy cannot be filled by an employee in the proper rank, actors who are on duty shall be assigned to fill the vacancy so that an overtime situation may be filled by the next lower rank.

d. If the Battalion Chief in charge is unable to fill the day or night half of the shift from the proper rank, he shall drop down a rank and fill the vacancy, except when it is necessary to fill the rank of Fire Fighter, in which case he shall fill the vacancy with the first eligible Fire Truck Operator.

e. When it is necessary to fill the day half of the shift by dropping down a rank, the Battalion Chief in charge shall fill the night half of the shift by going back to the first eligible person on the overtime list of the proper rank.

f. If the Battalion Chief in charge is unable to fill the night half of the shift as per subsection (e), he shall drop down a rank and fill the vacancy. Fire Truck Operator called for Officer, Fire Fighter called for Fire Truck Operator shall not be automatically entitled to the pay for the rank they are filling, but shall be paid for the position he is actually performing.

E. Filling Overtime Vacancies Caused by an Actor. If a vacancy is caused by a person who would have been working in an acting position, the Battalion Chief in charge shall assign an on duty employee who is qualified as an actor to the position. The Battalion Chief in charge shall then fill the vacancy in the same rank as the person causing the vacancy by using the steps as outlined in Section D.

If the Battalion Chief in charge is unable to fill an acting vacancy by assigning an actor on duty to the vacancy, he shall call eligible actors to perform the overtime. If the Battalion Chief in charge is unable to fill the vacancy with an actor, he shall move up a rank to fill the vacancy.

F. Overtime List. The overtime list shall be maintained in sections by rank. All employees shall be placed on the list with those employees having the least overtime hours charged placed first in each section.

G. Emergency Call-In. Employees living in the City shall be called first in an emergency situation in order to get fire fighting equipment into service as quickly as possible.

H. Leaves.

(1) Two employees shall be allowed on vacation per shift. Employees on vacation shall not short the shift. When there are two employees on vacation, the employee or employees who are off work due to illness, Worker's Compensation, or other leave shall be replaced for purposes of overtime.

(2) Employees on vacation will not be called for overtime except in the event of a general call-in. Employees on other leave will not be called for overtime. No employee shall be eligible for an overtime assignment until first completing the evening half of his normally scheduled shift (except those individuals on approved training or education leave).

I. Time Trade. An employee who is on a previously scheduled shift trade is not eligible for overtime and shall not be charged for overtime refused in the event he is the next eligible employee for overtime purposes.

J. Light Duty. An employee on light duty is eligible for an overtime assignment unless there is another employee already working on the shift who is on light duty.

L. Employee Inadvertently Passed. When it becomes apparent an employee was inadvertently passed over for overtime, he shall be offered the next available overtime for which he would qualify.

M. Overtime Hours Adjustment

(1) At the beginning of each calendar year the hours charged to each employee will be reduced by the number of hours charged to the lowest man.

(2) At the beginning of each calendar year the hours worked by each employee will be reduced to zero.

(3) If an employee is promoted or demoted, his hours charged to him for purposes of overtime shall be averaged in with the employees in the rank he is entering.

(4) A new employee in the Fire Department shall be placed at the bottom of the overtime list by being charged with one hour more than the employee in that rank with the most overtime hours.

3. Like Work-Like Pay. When an employee is temporarily assigned to a higher job classification for a minimum of a twelve (12) hour period, he shall be paid the rate of the higher classification. Like pay for like work shall be compensable for only the actual time on duty in respective capacity. The designation of employees assigned to a higher job classification shall be made by the Fire Chief.

4. Temporary Command Assignment.

A. A temporary assignment may be made by the Fire Chief in situations where a shift is shorted in the Battalion Chief's position for temporary absences due to long-term Workers Compensation or illness not requiring the Personnel Director to declare a vacancy.

B. This policy will only apply and pertain to the Battalion Chief's position as the shift command position.

C. The position will be filled for a 90 day period of time by the Lieutenant on the affected shift with the most time in grade.

D. If after the 90-day period of time, and reevaluation by the Fire Chief and Personnel Director the situation still exists, the Fire Lieutenant on the affected shift with the next highest time in grade shall be assigned for a 90-day period of time.

E. If successive assignments are to be made, they will be made by working through the Fire Lieutenants grade on a time in grade basis, with affected shift Fire Lieutenants filling the assignment first.

F. If the vacancy lasts less than 90 days due to the Battalion Chief returning to work, the assigned Fire Lieutenant will return to his normal duties.

G. It is understood that if the temporarily assigned Battalion Chief is not performing satisfactorily at that rank, as determined by the Fire Chief, he will be returned with proper notice to his former duties.

H. Ranks will not be passed over for purposes of this agreement.

I. This understanding will exist until and unless either or both parties modify it through the collective bargaining process.

ARTICLE 12

JOB EVALUATION

1. Procedure - It is agreed that the City's established job evaluation procedure, which has been used to evaluate all jobs, shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of a job may be affected by any changes which may occur in existing job duties. The established job evaluation procedure shall not be changed unless by mutual consent of the Union and the City.

2. Composition of the Job Evaluation Committee - The Job Evaluation Committee shall be composed of two members from the Union as designated by the President and two members from the City as designated by the City Manager.

3. Creation of New Jobs - In creating a new job, the City shall describe in writing in a prescribed format, the job as the City wants it to be performed. The Job Evaluation Committee, from the job description, shall use the established procedure to evaluate the job and make its recommendation to the Merit System Board as to the proper salary rate and classification for the job. Classification is as defined in the Merit System Rules and Regulations, Rule II, Section F as approved October 15, 1979 and as amended from time to time. Such recommendation must be made by the unanimous agreement of the committee.

4. Changes in the Job Description - Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised descriptions shall be evaluated by the Job Evaluation Committee the same as for a new job.

5. Recommendations by the Job Evaluation Committee - The Union and the City agree that the unanimous recommendation of the Job Evaluation Committee as to the proper classification and salary rate of a job shall be submitted to the Merit System Board. The recommendation will then be submitted for approval by the Merit System Board. Such classification and pay rate, when approved by the Merit System Board, shall be included in the City's Compensation Plan.

6. If a unanimous recommendation cannot be reached within sixty (60) days after a request to the Union by the City for a job evaluation, the Union shall have the right to refer the evaluation to either the Merit System Board or to the American Arbitration Association as per step 4 of the grievance procedure. The City may implement the position at the rate and classification set by the City thirty (30) days after the sixty (60) day period above is completed. Once the Merit Board or an Arbitrator sets the proper rate and classification, the new salary shall be effective retroactive to the date the position was implemented.

ARTICLE 13

GENERAL

1. Clothing Provision - Uniforms and fire fighting clothing provided by the City will be replaced by the City when they are no longer fit or presentable to wear. To assist employees in implementing Section 2 below, replacement clothing items will be wash and wear type to the extent possible. Subject to budget limitations, clothing items which are not now wash and wear will be replaced with wash and wear even though fit to use.

   All uniforms and rubber goods may be subject to inspection at any time that is designated by the Fire Chief. Fire fighting equipment, uniforms, and clothing furnished by the City shall be worn only in the performance of duty or as authorized by the Fire Chief.

   Upon any form of termination from the Fire Department, all uniforms and fire fighting gear shall be returned to the Fire Chief.

2. Cleaning Allowance - Employees are responsible for cleaning and upkeep of all uniforms and clothing items other than coveralls. The City shall pay an allowance in consideration of this provision. The payment shall be made by the City regardless of the length of service of each employee. The allowance will be paid to each employee on the payroll as of the date of the payment. Each payment is for the current six (6) month period, either January to July or July to January in which the payment is received.

   Payments shall be made as per the following schedule:

	Amount	
Date of Payment	40 Hour Personnel	56 Hour Personnel
First full week of April 1994	$298.00	$147.00
First full week of October 1994	$308.00	$152.00
First full week of April 1995	$308.00	$152.00

ARTICLE 14

SAFETY

1. It is agreed between the Union and the City that both parties are obligated to provide the safest environment possible for both employees and the public who utilize municipal services. Therefore, the following is established to provide a mechanism for an ongoing system of safety awareness, accident prevention, and accident review.

2. It is recognized that the City Safety Manual shall be the initial guide for all safety practices, recognizing it does not address itself to all situations or conditions. The Fire Chief may issue supplemental departmental safety rules. Both the Union and the City must promote safety and endorse such rules as to enhance safety. Employees must recognize that observance of safety rules and regulations is a condition of employment.

3. A departmental safety committee shall be formed, consisting of one (1) command officer appointed by the Fire Chief, the Fire Chief, and three (3) Union members appointed by the Union. If a Union member serves on the City Safety Board, he shall be one of the Union Members appointed herein. Their appointment shall normally be for periods of one year, beginning with the July meeting of each year. The Union will provide to the Fire Chief written notice of its appointed members.

   A. The departmental safety committee shall meet monthly or more frequently if requested by the Fire Chief, his designee, or the committee chairman. The committee shall select one (1) of its members as chairman, and one (1) of its members as recording secretary. Three (3) members shall constitute a quorum. Committee members who meet during their off duty hours for the monthly meeting and meetings called by the Fire Chief or his designee shall be paid at overtime rates.

   B. The departmental safety committee shall:

      Review all Fire Department accident reports, and make appropriate comments and recommendations;

Review departmental safety procedures and equipment making appropriate comments and recommendations, including suggestions for departmental safety rules;

Investigate and identify potential problem areas with regard to safety, making appropriate comments and recommendations; and

Seriously consider safety suggestions of any individual employee.

C. Minutes of all meetings shall be kept with copies forwarded to the Fire Chief, Personnel Director, and the Midland City Safety Board. The committee shall prepare a report to the Fire Chief each February of any recommendation not resolved so that the Fire Chief may have timely information for those recommendations which may have to be included in the annual budget.

ARTICLE 15

CITY RESPONSIBILITIES

1. Duties, Rules, and Regulations - The City of Midland retains the right to issue, through the Fire Chief, departmental rules and regulations governing the operation of the department and the conduct of its employees. Said rules and regulations shall be applicable to departmental employees equally and shall not be interpreted so as to be inconsistent with the terms or intent of this Agreement. Such rules shall be posted in a conspicuous place at each fire station. The Union shall be advised prior to the posting of new work rules. New rules shall not be effective until posted.

2. Management Rights - It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the rights to decide the number and location of its facilities, stations, etc.; work to be performed within the unit; maintenance and repair; amount of supervision necessary; machinery and tool equipment; methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

ARTICLE 16

NO STRIKE - NO LOCKOUT

1. There shall be no picketing of any fire station by on duty or uniformed personnel, strikes, concerted failure to report to work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

2. In the event of a strike of a fire station by on duty or uniformed personnel, work stoppage, picketing, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

3. The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

ARTICLE 17

1. Notice of Violation - It is expressly agreed by the parties hereto that nothing contained in this section or in any part of this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, after having been allowed a reasonable opportunity to correct the same, shall fail to do so within ten (10) days of notification by the other party.

2. Outside Employment - When any outside employment carried on by an employee is in conflict of interest with his City service, the Fire Chief will report the same to the involved employee. If there is no cessation of such conflicting outside employment, the Fire Chief will report same to the Department of Personnel. If the Personnel Director decides that such outside employment is in conflict to the City service, the Fire Chief shall order the outside employment discontinued.

   The employee shall follow the prescribed Grievance and Appeal Procedure as specified under Article 7 in cases where the Personnel Director and the Fire Chief's decision is not acceptable.

   If the Appeal Procedure has been followed and it is found the employee's outside employment is in conflict of interest, then and only then shall the employee be forced to discontinue the outside employment, or be suspended or discharged if the outside employment does not cease.

3. Seniority Lists - A seniority list shall be furnished the Union annually and on request when change occurs by the Personnel Director.

4. Ban on Smoking - Employees hired after June 30, 1991 shall not smoke on duty. Violation of this policy will be cause for discipline as otherwise outlined in this contract.

5. Return to Work Pool - Employees injured on the job and medically released to work light duty shall first be accommodated within the department. If no accommodation can be made, the Personnel Director may offer the employee a light duty assignment in another City position at no reduction in pay or benefits. The Personnel Director and the Union shall determine the qualifications of the position, provided, however,

that in the event they cannot agree this issue may be submitted to binding arbitration by either party. The Personnel Director shall determine the employee's ability to perform the job except that the employee's physical capability to perform the job shall be determined by the City's physician. Employees will not be requested to fill positions in other bargaining units.

6. Drug Testing - Prior to July 1, 1996 the two parties will meet and negotiate the following conditions of work:

   -- confrontation of employees post incident and for cause;
   -- chain of custody;
   -- testing to be utilized and selection of lab;
   -- access to rehabilitation;
   -- discipline;
   -- last chance provision; and
   -- Union hold harmless clause.

7. Family Medical Leave Act - The two parties agree to adhere to the Family Medical Leave Act. In addition, the two parties will work out specific language to comply with these Federal regulations by the end of this contract.

ARTICLE 18

UNION ACTIVITIES

1. A Union Officer or representative shall be allowed reasonable time off during working hours without loss of pay to conduct negotiations and handle grievance matters, with the prior approval of the Fire Chief. Such time shall not interfere with the scheduled work of the department or service rendered to the public.

2. The Union may conduct membership meetings on the premises of the fire stations providing such meetings do not interfere with the work schedules of the department or services rendered to the public.

3. The City shall provide a bulletin board in each station in a mutually suitable location for use by the Union. It is agreed that material posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, any of its employees, any labor organizations of its employees or City policies.

4. The Union shall be allowed to send delegates of its choice to Union conventions, meetings, or seminars without loss of regular compensation, but such total employee's time away from regular duty periods shall not exceed three (3) man-days annually. Such paid time off shall be scheduled in the same manner as vacation. Additional time off may be authorized by the Fire Chief if the employee has arranged for a shift trade incurring no additional City Cost.

ARTICLE 19

1. Waiver Clause - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by a law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or either or both of the parties at the time they negotiated and signed this Agreement.

2. Duration - This Agreement shall be and remain in full force and effect from July 1, 1996, and shall continue in full force and effect through June 30, 1999, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the sixtieth (60th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same.

EFFECTIVE JULY 1, 1996
COMPENSATION PLAN FOR FIRE FIGHTERS

	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
Fire Fighter F7a	24,156 8.29523	28,839 9.90362	33,616 11.54387	35,421 12.16390	37,164 12.76245	38,974 13.38402

	Start A	6 Mos. B	1 Yr. C	2 Yr. D	3 Yr. E
Fire Inspector I F1a (40 hours)	24,056 11.56551	25,923 12.46309	27,838 13.38378	29,730 14.29318	31,597 15.19078
Fire Truck Operator F7b	39,686 13.62856		40,287 13.83493		
Fire Lieutenant F8b	41,670 14.30972		42,375 14.55180		
Fire Marshall F9b (40 hours)	45,429 21.84079		46,725 22.46388		
Fire Training Officer F9c (40 hours)	48,657 23.39301		49,998 24.03751		
Battalion Chief F10A	48,658 16.70940		49,999 17.16982		
Deputy Chief F12a (40 hours)	53,833 25.88128		55,773 26.81379		
Deputy Chief Fl3a (56 hours)			55,773 19.15266		

EFFECTIVE JULY 1, 1997
COMPENSATION PLAN FOR FIRE FIGHTERS

	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
Fire Fighter F7a	24,760 8.50261	29,560 10.15121	34,456 11.83246	36,307 12.46799	38,093 13.08151	39,949 13.71862

	Start A	6 Mos. B	1 Yr. C	2 Yr. D	3 Yr. E
Fire Inspector I F1a (40 hours)	24,658 11.85464	26,571 12.77466	28,534 13.71837	30,473 14.65050	32,387 15.57054
Fire Truck Operator F7b	40,679 13.96927		41,294 14.18080		
Fire Lieutenant F8b	42,712 14.66746		43,434 14.91559		
Fire Marshall F9b (40 hours)	46,565 22.38680		47,893 23.02547		
Fire Training Officer F9c (40 hours)	49,874 23.97783		51,248 24.63844		
Battalion Chief F10a	49,874 17.12713		51,248 17.59906		
Deputy Chief F12a (40 hours)	55,179 26.52831		57,167 27.48413		
Deputy Chief F13a (56 hours)			57,167 19.63147		

EFFECTIVE JULY 1, 1998
COMPENSATION PLAN FOR FIRE FIGHTERS

	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
Fire Fighter F7a	25,255 8.67266	30,152 10.35423	35,145 12.06910	37,033 12.71734	38,855 13.34314	40,748 13.99299

	Start A	6 Mos. B	1 Yr. C	2 Yr. D	3 Yr. E
Fire Inspector I F1a (40 hours)	25,151 12.09173	27,103 13.03015	29,105 13.99273	31,083 14.94351	33,034 15.88195
Fire Truck Operator F7b	41,492 14.24865		42,120 14.46441		
Fire Lieutenant F8b	43,566 14.96080		44,303 15.21390		
Fire Marshall F9b (40 hours)	47,496 22.83453		48,851 23.48597		
Fire Training Officer F9c (40 hours)	50,871 24.45738		52,273 25.13120		
Battalion Chief F10a	50,872 17.46967		52,273 17.95104		
Deputy Chief F12a (40 hours)	56,282 27.05887		58,310 28.03381		
Deputy Chief F13a (56 hours)			58,310 20.02409		

ESTABLISHMENT OF RATES WITHIN THE SALARY RANGES

1. General Provisions - The pay plan for employees covered by this Agreement provides for pay based on service and merit. The salary range for each classification shall be divided into five or six steps or intervals including the minimum, or induction rate, and the maximum rate, except for Ranges 7b, 8b, 9b, 10a, and 12a which shall be divided into two steps or intervals.

   A. New Appointments - A new employee will be paid at the minimum of approved pay range for the position to which he is appointed. In exceptional cases, the City Manager may approve an appointment at a rate above the minimum pay step for the range, but not in excess of the maximum step for the range.

   B. Promotions - When an employee is promoted to a higher class position, or his position is allocated to a higher class, if below the minimum of the new class at the time of promotion or reallocation, his salary will be immediately increased to the minimum of the approved range for that class, or to an amount at least equal to his current pay rate, if above the new minimum at the time of promotion or reallocations. The rate will be established by the City Manager. However, whenever a class or position is reassigned to a higher salary range, the employee will maintain the same step in the new range he held in the old.

   C. Demotions - When an employee is demoted to a lower class position, or his position is reallocated to a lower class, he will be paid at a rate which is within the approved range for the lower class position, or for the new class in which the position has been placed. The rate will be established by the City Manager.

   D. Transfers - There will be no change in the pay rate of an employee who is transferred unless his pay rate is below the approved minimum of the new position, in which case the provision on demotions will apply.

   E. Other Status Changes - When a person previously in the service is reinstated following demotion or dismissal, or is reappointed from an eligible register following lay-off or demotion, the rate will be established by the City Manager.

2. Steps.

A. Fire Fighter and Fire Inspector I - All Fire Fighters hired in the Fire Department prior to July 1, 1987, and the Fire Inspector I shall be paid in accordance with the following steps:

Step "A" is the entrance pay step. For the first six (6) months after appointment, the employee shall receive the rate of pay prescribed for Step "A".

Step "B" is the second step in the pay range. After completion of the first six (6) months of service, the employee shall receive the rate of pay prescribed for Step "B".

Step "C" is the third step in the pay range. After completion of the first year of service, the employee shall receive the rate of pay prescribed for Step "C".

Step "D" is the fourth step in the pay range. After completion of the second year of service, the employee shall receive the rate of pay prescribed for Step "D".

Step "E" is the fifth step in the pay range. After completion of the third year of service, the employee shall receive the rate of pay prescribed for Step "E".

B. Fire Fighter - All Fire Fighters hired in the Fire Department after June 30, 1987, shall be paid in accordance with the following steps:

Step "A" is the entrance pay step. For the year after appointment, the employee shall receive the rate of pay prescribed for Step "A".

Step "B" is the second step in the pay range. After completion of the first year, the employee shall receive the rate of pay prescribed for Step "B".

Step "C" is the third step in the pay range. After completion of the second year of service, the employee shall receive the rate of pay prescribed for Step "C".

Step "D" is the fourth step in the pay range. After completion of the third year of service, the employee shall receive the rate of pay prescribed in Step "D".

Step "E" is the fifth step in the pay range. After completion of the fourth year of service, the employee shall receive the rate of pay prescribed for Step "E".

Step "F" if the sixth step in the pay range. After completion of the fifth year of service, the employee shall receive the rate of pay prescribed for Step "F".

C. Fire Truck Operator, Fire Lieutenant, Fire Marshall, Battalion Chief, and Deputy Fire Chief

For the first year after promotion to this classification, the employee shall receive the rate of pay prescribed for Step "A". After completion of the first year of service in this classification, the employee shall receive the rate of pay prescribed for Step "C".

3. Overtime Pay.

A. Emergency Call In Pay - Platoon Personnel - A minimum of two (2) hours pay at time and one half (1 1/2) the regular rate of pay shall be paid to Fire Department personnel working on a platoon system when they are called back from off duty for emergency incidents. The hourly rate shall be determined by dividing the employee's annual base rate at the time of the call in by 2912.

B. Overtime - 40 Hour Personnel.

(1) All employees on regular forty hour weeks except those in the classification of Deputy Fire Chief shall receive payment for time worked outside regular hours on the same basis as platoon personnel.

(2) Employees serving in the classification of Deputy Fire Chief have important administrative supervisory functions inherent in their duties and recognized in large measure in their historic position in the Compensation Plan. Consequently, they may be required to serve in a standby or on call duty outside of regular duty hours requiring restrictions in

their normal activities. They may be required, also to report to duty or continue on duty outside of regular hours because of an emergency involving a fire or other fire related emergency duty. This is called emergency time off duty call in. Staying over or reporting ahead of regular work hours to complete work is not emergency off duty call in.

4. Holiday Pay - Two (2) times the normal rate of pay shall be paid to employees working on a platoon system for time worked on the seven (7) holidays. Employees shall be paid one twenty-four (24) hour days pay at the base rate for the seven holidays not worked. All holidays shall be paid on the actual holiday which shall be a twenty-four (24) hour period from 7:30 a.m. of the holiday itself until 7:30 am. of the following day. The hourly rate for each of the holidays shall be determined by dividing the employee's annual base rate at the time the holiday occurs by 2912.

5. Longevity Pay.

A. On the first hourly payroll in December, all employees having completed by December 1, either five (5), ten (10), fifteen (15), or twenty (20) years of continuous employment in a full-time capacity shall receive annual longevity payments in the following manner:

After completion of five (5) years' continuous service: Three and one-half (3 1/2) percent of annual base pay.

After completion of ten (10) years' continuous service: Five (5) percent of annual base pay.

After completion of fifteen (15) years' continuous service: Six and one-half (6 1/2) percent of annual base pay.

After completion of twenty (20) years' continuous service: Eight (8) percent of annual base pay.

B. Continuous service shall include time spent on military leaves of absence.

6. Physical Examination - The City shall provide each employee with a physical examination once every two years which shall be done by doctor(s) mutually selected by the City and Union. Effective July 1, 1994, the City shall pay up to a maximum of two hundred twenty-five dollars ($225) per physical examination. Prior to the examinations, the City and the Union shall meet with the doctor(s) to determine the examination criteria.

7. Physical Exercise - Each employee shall exercise at least one hour each duty day. The City and the Union agree to mutually work out a physical exercise program that will help the employees to exercise and improve their physical conditions.

   Time for physical training will be left to the discretion of the officer in charge of the shift. Forms will be provided and are to be filled out by each man to provide a record of his physical training.

   If an employee is unable to participate in all phases of the physical training program for a period of time, a written notification from his doctor will be required.

8. Fire Inspector Bonus - Each individual that is designated by the Fire Chief as a Fire Inspector and who holds that position on November 15 of a given year will receive a $200.00 "Inspector's Bonus", payable on the first payroll of December.

WAGES

Effective July 1, 1996

For the Contract period July 1, 1996 through June 30, 1999.

1. WAGES

A. Effective July 1, 1996 - 2.0% across the board.

B. Effective July 1, 1997 - 2.5% across the board.

C. Effective July 1, 1998 - 2.0% across the board.

2. CLEANING ALLOWANCE

The cleaning allowance figures in the current contract to be paid October 1994 and April 1995 will be increased by 3.25%.

IN WITNESS WHEREOF, The City of Midland and the Union, by their duly authorized representatives, have hereunto signed their names to this Agreement effective July 1, 1996.

FOR THE MIDLAND
FIRE FIGHTERS UNION
LOCAL 1315

James A. Case, Jr., President

Gregory M. Schmidt
Bargaining Committee

Ronald J. Shaffer
Bargaining Committee

FOR THE CITY OF MIDLAND

R. Drummond Black, Mayor

Penny K. Kovacevich
City Clerk/Treasurer

APPROVED BY:

Karl S. Tomion, City Manager

Patricia H. Halm, City Attorney

INDEX