

AGREEMENT

between

City of Midland

and

Midland Professional Fire Fighters

Local 1315

Effective July 1, 2019 through June 30, 2021

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PREAMBLE

The following Agreement between the City of Midland, a Michigan Municipal Corporation, hereinafter termed the "City" and the Midland Professional Fire Fighters, Local 1315, affiliated with the Michigan Professional Fire Fighters Union and the International Association of Fire Fighters, 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 each pay 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 this Article.

ARTICLE 2

PERSONNEL RULES

1. 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.

2. Amendments. In furtherance of the grant of recognition set forth in Section 1, Article 1, hereof, and the obligations arising there from, 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.

3. Promotions.

- A. General. The Human Resources 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 five (5) employees, authorized to compete, receiving the highest final 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 Human Resources Director and the Fire Chief, except as specified in this section. In case more than one vacancy is to be filled, five (5) names shall be certified for one vacancy and one additional name for each additional vacancy. When there are fewer than five (5) 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 Human Resources Director.

If the Human Resources 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 Human Resources 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; provided that a probationary Fire Truck Operator shall be allowed to test for and promote to the Fire Lieutenant position, if otherwise qualified.

- B. Minimum Qualifications. The employee must be physically able to perform all the duties of the position as determined by the Human Resources Director and the Fire Chief. 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 percent (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. Oral Board. Oral examinations shall be conducted by an Oral Board. Oral Boards shall consist of three (3) fire service professionals as selected by the Human Resources Director. The names of the three (3) oral board members shall be submitted to the Union President or his designee for consideration. The Union President or his designee must agree to that list within seven (7) calendar days. If no agreement is reached, the Human Resources Director shall determine the oral board make-up.

- E. Fire Fighter to Fire Truck Operator. The applicable job descriptions notwithstanding, any employee having 24 months seniority in the classification of Fire Fighter in the City, shall be permitted to apply for the position of Fire Truck Operator.

Each candidate's score shall be an average of a written examination and a practical examination. A passing score of seventy percent (70%) must be achieved on each examination. To the averaged score, one half (0.5) of a point

for each year of seniority, at the application deadline, will be added to make a final score.

F. Fire Fighter to Fire Lieutenant. The applicable job descriptions notwithstanding, any employee having one of the following shall be permitted to apply for the position of Fire Lieutenant:

- Ten (10) years seniority in the classification of Fire Fighter in the City.
- Seven (7) years seniority in the classification of Fire Fighter in the City and possessing a Fire Officer III certificate from the Office of the Fire Fighter Training.
- Six (6) years seniority in the classification of Fire Fighter in the City and possessing a Fire Officer III certificate from the Office of the Fire Fighter Training and an Associates degree, or higher, in Fire Science.

Each candidate's score shall be an average of a written examination and an oral examination. A passing score of seventy per cent (70%) must be achieved on each examination. To the averaged score one half (0.5) of a point for each year of seniority, at the application deadline, will be added to make a final score.

G. Fire Truck Operator to Fire Lieutenant. The applicable job description notwithstanding, any employee having one of the following shall be permitted to apply for the position of Fire Lieutenant:

- Seven (7) years seniority in the Midland Fire Department.
- Six (6) years in the Midland Fire Department and possessing a Fire Officer III certificate from the Office of the Fire Fighter Training.
- Five (5) years in the Midland Fire Department and possessing a Fire Officer III certificate from the Office of the Fire Fighter Training and an Associates degree, or higher, in Fire Science.

Each candidate's score shall be an average of a written examination and an oral examination. A passing score of seventy per cent (70%) must be achieved on each examination. To the averaged score one half (0.5) of a point for each year of seniority, at the application deadline, will be added to make a final score.

H. Promotion to Battalion Chief. The applicable job description notwithstanding, any employee having one of the following shall be permitted to apply for the position of Battalion Chief:

- Ten (10) years in fire fighting and rescue operations in the Midland Fire Department and presently holding the rank of Fire Lieutenant or above.
- 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 Office of the Fire Fighter Training.
- 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 Office of the Fire Fighter Training and possessing an Associates Degree, or higher in Fire Science.

Each candidate's score shall be an average of a written examination and an oral examination. A passing score of seventy per cent (70%) must be achieved on each examination. To the averaged score one half (0.5) of a point for each year of seniority, at the application deadline, will be added to make a final score.

I. Promotion to Training Officer/Fire Marshal. The applicable job description notwithstanding, any employee meeting the following shall be permitted to apply for the position of Training Officer/Fire Marshal:

- Ten (10) years seniority in the Midland Fire Department.
- Seven (7) years seniority in the Midland Fire Department, possessing a Fire Officer III certificate from the Office of the Fire Fighter Training and an Associate's Degree or higher in Fire Science.
- Six (6) years seniority in the Midland Fire Department, possessing a Fire Officer III certificate from the Office of Fire Fighter Training, an Associate's Degree or higher in Fire Science, and an Instructor's certificate or Fire Inspector's certificate.

Each candidate's score shall be an average of a written examination and an oral examination. A passing score of seventy per cent (70%) must be achieved on

each examination. To the averaged score one half (0.5) of a point for each year of seniority, at the application deadline, will be added to make a final score.

- J. Other Promotions. Each candidate's score shall be an average of a written examination and an oral examination. A passing score of seventy percent (70%) must be achieved on each portion. To the averaged score one half (0.5) of a point for each year of seniority, at the application deadline, will be added to make a final score.

 - K. 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.

 - L. 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.

 - M. Employee Feedback for Development Purposes. Upon request, the City will provide an employee with information summarizing his/her performance on the written exam, including, if possible, a performance summary by subject area. The Human Resources Director shall have discretion as to what information is provided to employees to protect testing integrity and to honor all contractual confidentiality agreements with third party testing agencies.
4. 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 Human Resources 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.
5. 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.

6. 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources Director 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.

7. 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 one half hour before the start of the proposed trade time. The Station Officer or Battalion Chief 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, Battalion Chief'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 at least one half hour before the start of 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 him.

- 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.
 - * If the employee working the trade is sick or injured THE EMPLOYEE WORKING THE TRADE will find an employee to fill in for him.

- 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 REQUEST FOR TIME EXCHANGE form.

ARTICLE 3

COMPENSATION PLAN

1. Duration. This Agreement shall be and remain in full force and effect from July 1, 2019, and shall continue in full force and effect through June 30, 2021, 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.

2. Wage Increase. For the Contract period July 1, 2019 through June 30, 2021.
 - A. Effective July 1, 2019 – 2.5% on all pay ranges.

 - B. Effective July 1, 2020 – 2% on all pay ranges.

 - C. 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.

3. Longevity Pay. Employees hired prior to November 14, 2011 shall receive annual longevity payments as follows:
 - A. On the first hourly payroll in December, all employees hired prior to November 14, 2011 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.

- C. Employees hired prior to November 14, 2011 will remain at the longevity percentage established for their years of continuous service as of the payment in December 2013 for the remainder of their employment.
- D. Employees hired prior to November 14, 2011 who are not yet eligible for longevity payments will receive a longevity payment of 3.5% of annual salary after completion of five (5) years of continuous service and will remain at the 3.5% level of annual salary for the remainder of their employment.
- E. Employees hired on or after November 14, 2011 shall not be eligible for longevity payments.

4. Educational Pay. Effective July 1, 2006, the following educational pay shall be paid to each employee who holds the referenced certification or degree at the time of payment. The Educational Pay shall be included in the first pay of December and shall be paid on an annual basis.

Hazardous Materials Technician	\$300
Associates Degree Fire Science*	\$400
Bachelors Degree Fire Science*	\$750
Emergency Medical Technician (or higher)	\$300
EMT Instructor Coordinator	\$750
(Total EMT-IC will be determined by the Fire Chief)	

*Payment shall be made for the highest attained but not for both Fire Science Degrees.

5. Food Allowance. Effective July 1, 2001, the City shall pay each employee an annual food allowance in the amount of \$675 per year. The payment shall be made by the City regardless of the length of service of each employee. One half of the annual food allowance shall be paid in the month of April and one half of the annual food allowance shall be paid in the month of October and shall be included in the first pay of each month.

6. 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 per the following schedule:

<u>Date of Payment</u>	40 Hour <u>Personnel</u>	56 Hour <u>Personnel</u>
First full week of October:	\$318.00	\$157.00
First full week of April:	\$318.00	\$157.00

EXHIBIT A
EFFECTIVE JULY 1, 2019
COMPENSATION PLAN FOR FIRE FIGHTERS

		Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
Fire fighter (56 hours)	F7a	42,172 14.4822	50,350 17.2904	58,688 20.1537	61,842 21.2369	64,884 22.2816	68,043 23.3664
Fire Inspector I (40 hours)	F1a	76,031 36.5536	77,779 37.3938				
Fire Inspector I (56 hours)	F1ab	76,032 26.1098	77,779 26.7098				
Fire Truck Operator (56 hours)	F7b	69,282 23.7920	70,336 24.1539				
Fire Lieutenant (56 hours)	F8b	74,858 25.7066	76,089 26.1294				
Fire Marshall (40 hours)	F10b	84,948 40.8406	87,288 41.9653				
Fire Marshall (56 hours)	F10ab	84,949 29.1721	87,288 29.9752				
Fire Training Officer (40 hours)	F9c	84,948 40.8406	87,288 41.9653				
Battalion Chief (56 hours)	F10a	84,949 29.1721	87,288 29.9752				
Assistant Chief for Training/Safety (40 hours)	F12a	93,984 45.1847	97,371 46.8131				

2.5% increase

EFFECTIVE JULY 1, 2020
COMPENSATION PLAN FOR FIRE FIGHTERS

		Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
Fire fighter (56 hours)	F7a	43,015 14.7718	51,357 17.6362	59,861 20.5568	63,079 21.6616	66,182 22.7272	69,404 23.8337
Fire Inspector I (40 hours)	F1a	77,552 37.2847	79,335 38.1417				
Fire Inspector I (56 hours)	F1ab	77,552 26.6320	79,335 27.2440				
Fire Truck Operator (56 hours)	F7b	70,668 24.2678	71,743 24.6370				
Fire Lieutenant (56 hours)	F8b	76,355 26.2207	77,611 26.6520				
Fire Marshall (40 hours)	F10b	86,647 41.6574	89,034 42.8046				
Fire Marshall (56 hours)	F10ab	86,648 29.7555	89,034 30.5747				
Fire Training Officer (40 hours)	F9c	86,647 41.6574	89,034 42.8046				
Battalion Chief (56 hours)	F10a	86,648 29.7555	89,034 30.5747				
Assistant Chief for Training/Safety (40 hours)	F12a	95,864 46.0884	99,319 47.7494				

2% increase

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 F1a, F1ab, 7b, 8b, 9c, 10a, 10b, 10ab, 12a, and 13a 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. All Fire Fighters shall be paid in accordance with the following steps:

Step "A" is the starting 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" is 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".

B. All positions other than Fire Fighter.

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".

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 Assistant Fire Chief for Training and Safety, Fire Training Officer, 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 a 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 maintain a bona fide residence and provide proof of residency within the area 25 miles within the nearest City boundary within six (6) months after completion of their probationary period.

Proof of residency includes the following:

- Current proof of ownership, rental agreement or receipts for rent paid, current utility bill, or current cable bill and/or current internet bill.

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.
2. 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.

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 absence from duty following the expiration of an approved leave for more than three (3) consecutive work days, shall be deemed a resignation from the City service. Upon a report of such absence by the Fire Chief to the Human Resources 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 shall be reinstated in his position. If the Fire Chief does not reinstate the employee he may file an appeal to the City Manager, whose decision will be final and binding. The employee may be represented by a member of his union during the process of his reinstatement request and/or appeal.

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

<u>Years of Service</u>	<u>Days</u>
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

<u>Years of Service</u>	<u>Days</u>
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.

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 the vacation schedule beginning the first duty day of the first week of the Month of October. 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, by the next duty day, a one (1) day, two (2) day, three (3) day, four (4) day, five (5) day, or six (6)_day vacation. Days may be picked in consecutive available dates.

SECOND VACATION PICK: After each member has had a first pick, then he may, by shift seniority, by the next duty day, pick a second one (1) day, two (2) day, three (3) day, four (4) day, five (5) day, or six (6) day vacation. Days may be picked in consecutive available dates.

THIRD VACATION PICK: After each member has had a second chance to pick vacation, he then may, by shift seniority, by the next duty day, pick a one-half day (12 hrs.), a one day (1), two (2) day, three (3) day, four (4) day, five (5) day, or six (6) day vacation. Days may be picked in consecutive available dates.

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 Human Resources 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 Human Resources 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 Human Resources Director.

- D. Forty Hour Employee Vacation Payment. With written notice by January 30 for the upcoming fiscal year, and pending final budget approval and guidelines established for all City departments by the City Manager, an employee may buy back up to forty (40) hours vacation once each fiscal year. 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 Human Resources Department. Any such days paid will not be included in any overtime consideration.
3. Personal Holiday. 56 hour personnel shall receive 24 hours of paid personal holiday leave annually on January 1, to be taken during the calendar year. 40 hour personnel shall receive 8 hours of paid personal holiday leave annually.

Personal holidays are subject to the same usage and scheduling rules as vacation, except that unused personal holidays shall be forfeited after December 31 of each year. Personal holidays shall be used in minimum half day increments (12 hour increments for 56 hour personnel and 4 hour increments for 40 hour personnel).

4. Sick Leave With Pay.
- A. Earning.
- 1) 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.
 - 2) On the date of hire, employees shall be allowed to borrow two (2) working days leave with pay on account of sickness.
 - 3) 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 in excess of his initial two (2) borrowed days leave. 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 Human Resources Director.

C. Certification. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less.

To substantiate sick leave absences of three (3) or more consecutive days, medical certification may be required at the discretion of the City. Medical certification may be required for each absence, regardless of duration, should the City have reason to believe the employee is abusing sick leave privileges. Falsification of the medical certificate, falsely setting for 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.
- 3) After an employee has accumulated 120 sick leave days (960 hours), he shall be permitted to accumulate additional sick leave days. He shall continue to earn 12 days (96 hours) per year and shall be paid for 75% of that year's unused sick leave days. Payments shall not exceed 9 days (72 hours) in any one year. Fractions will be rounded up and paid to the next highest day. The remainder of sick days (hours) earned shall be credited to the employee's bank.

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.
- 3) After an employee has accumulated 90 sick leave days (2160hours), he shall be permitted to accumulate additional sick leave days. He shall continue to earn 8 days (192 hours) per year and shall be paid for 75% of that year's unused sick leave days. Payments shall not exceed 6 days (144 hours) in any one year. Fractions will be rounded up and paid to the next highest day. The remainder of sick days (hours) earned shall be credited to the employee's bank.

5. 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 5A of this Article 6:

- 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 a platoon employee leaves duty because of sickness after 2:00 a.m., he will not be charged for any sick leave use.

Leaving Duty Because of Sickness

	<u>Amount of Charged</u>	
<u>56 Hour Employees</u>	<u>40 Hour Employees</u>	<u>Sick Leave</u>
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

- 1) Personal Leave. Beginning on January 2, 2001, an employee who is working on a platoon system shall be allowed to convert one (1)-half day (12 hours)-twice annually (January 1st and July 1st) of sick leave to Personal Leave. An employee working a scheduled forty (40) hour week shall be allowed to convert one (1) day (8 hours) twice annually (January 1st and July 1st) of sick leave to Personal Leave.

- 2) An employee working on a platoon system shall have no more than 22 hours of Personal Leave in his/her balance at one time. An employee working a scheduled forty (40) hour week shall have no more than 14 hours of Personal Leave in his/her balance at one time.

- 3) Employees wishing to convert sick leave to Personal Leave shall submit a request in writing to the Fire Chief prior to December 15th and June 15th prior to conversion crediting.

- 4) Employees may not convert Personal Leave to Sick Leave.

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

- 6) In the event of death, retirement, deferred retirement, or job related total disability of an employee, any unused Personal Leave at the time of such event shall be added to his/her sick leave so long as the total accumulated sick leave does not exceed forty-five (45) full days.

- 7) A regular full-time employee who has elected to convert sick leave to Personal Leave in accordance with Section 4(B)(1) of Article 6 shall be credited with the appropriate number of hours of Personal Leave which may be used in the following manner:
 - a. Personal Leave shall be used in one (1) hour increments with a two (2) hour minimum.

- b. Prior to utilization, approval must be granted by the Fire Chief, or his designee, and the shift vacancy filled as required.
 - c. Personal Leave may be used for personal emergencies.

- 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 Human Resources Director, 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 approval from both the Fire Chief and Human Resources Director, an extension of up to an additional thirty (30) working days of City supplement may be granted if requested by the employee to the Fire Chief.

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.

6. Personal Leaves.

A. Bereavement Leave. It is the intent of this provision to provide emergency leave to employees for bereavement. 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 two (2) twenty-four (24) hour days and an employee working a forty (40) hour work week shall be granted three (3), eight (8) hour days with the approval of the Fire Chief. If such period is to extend longer than two (2), twenty-four (24) hour days or three (3), eight (8) hour days, approval of the Fire Chief and City Manager shall be required. Immediate family is defined in Article 6, Section 5.A 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 and Jury Duty. 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 selected for jury duty shall not lose pay for time off duty to perform those activities. All 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 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 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 regular 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 regular 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 regular 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.

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 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, 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, 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 or longevity schedule but the amount of 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 ten (10) business 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 ten (10) business days from the answer in the previous step. The written answer of the Fire Chief shall be given within ten (10) business days.

Step 3. If the grievance is not resolved in Step 2, the Union may appeal the grievance, in writing, within ten (10) business days to the Human Resources Director, who shall then conduct a hearing involving all parties. A reply stating the Human Resources Director's decision shall be made in writing within ten (10) business days of his receipt of the appeal.

Step 4. If the decision of the Human Resources Director is not satisfactory, either party may, in writing within ten (10) business 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 ten (10) business 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 full or partial 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. 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 and the Human Resources Director.
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
- 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 Human Resources Director 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 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
- 11) 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
- 12) Violates the provisions of Section 2-77 of the Code of Ordinances governing political activity of employee; or
- 13) 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. Suspension is a temporary separation not to exceed sixty (60) days, 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. 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 Human Resources 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 regular basis, unless specifically approved by the City Manager.

ARTICLE 9

INSURANCE

1. Health Insurance.

- A. Coverage. The City shall provide the following health and hospitalization insurance options (or equivalent) for employees, effective 30 calendar days after the date of hire:
- 1) PPO 3: BC/BS Community Blue plan with BCBS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. Employees enrolled in this plan shall pay 10% of the premium or illustrative rate through payroll deduction.
 - 2) PPO 14: BC/BS Community Blue high deductible option with BCBS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. Employees in this plan will not be required to make a premium contribution, and the City is authorized to institute plan design changes to maintain an employer cost that does not exceed the employer cost of the active employee base plan, which is the PPO3 plan as described in #1 above.
 - 3) Employees shall have the option to choose from the preceding available (depending on hire date) health plans each year during open enrollment.
- B. Prescription Drug Coverage. All health plan options listed above (except the PPO 14 plan) will have prescription drug coverage with a \$15 generic and \$30 non-generic co-pay. A 90 day supply of prescription drugs may be purchased for two (2) times the regular co-pay.
- C. Annual Buy Out. During the annual open enrollment period, an employee may opt out of City health insurance as outlined in A, above. To accomplish this, the employee must provide the Human Resources 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 C1 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.

D. 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 Human Resources Director may hold a hearing on the City payment for health insurance premiums as provided in this Agreement. The Human Resources Director 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 Human Resources Director determines that there is no overriding financial need for continued City payment. If the decision is not to halt payments, similar hearings may be conducted by the Human Resources 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.

E. Spouse/Dependent Coverage. Employees are responsible for providing accurate information regarding dependents covered on City health insurance plans, as verified by the City, including immediate notice of changes in dependent coverage to minimize inappropriate charges to the health plan(s).

When an employee's spouse has group health insurance from another source, the spouse shall secure that as primary coverage, for themselves at a minimum plus eligible family members as described in this section, as a condition of being enrolled in a City of Midland group health plan. Any other eligible family members shall be covered according to order of benefit determination rules, i.e. coverage is the coverage plan of the parent

whose birthday is earlier in the calendar year. The annual premium cost to the spouse for group health insurance from another source shall not exceed 20% of the annual total premium cost for the single, two-person or family plan the employee is enrolled in, whichever is applicable depending on family members covered. Should the spouse become ineligible to be covered by their source of group health coverage, or if the annual premium cost of the alternate group health coverage exceeds the premium cost as described in this section, the spouse may enroll in the City's group health coverage as primary coverage.

- F. 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.

- G. Family Coverage Upon Death. The City will continue to pay the health insurance premiums for the current spouse and dependents of employees 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.

- H. Retiree's Coverage. The City shall continue to pay the premiums for retired employees, their spouses and dependents in accordance with Section 1(E), "Spouse/Dependent Coverage" of this article and the following table; 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.)

Employees hired on or after November 14, 2011 are not eligible to participate in the City retiree health insurance plan.

RETIREES HOSPITAL AND MEDICAL INSURANCE

Status	City Contribution Percent of Total Cost after 7/1/88	Hired on or after 7/1/05 but before 11/14/2011	Hired on or after 11/14/2011
1. Single - under age 46	60	50	<u>n/a</u>
2. Single - under age 46 with dependents	60	50	<u>n/a</u>
3. Single - age 46 or over	100	50	<u>n/a</u>
4. Single - age 46 or over with dependents			
Employee	100	50	<u>n/a</u>
Dependents	60	50	<u>n/a</u>
5. Married - employee and spouse under 46	60	50	<u>n/a</u>
6. Married - employee and spouse under age 46 with dependents	60	50	<u>n/a</u>
7. Married - employee age 46 or over and spouse under 46			
Employee	100	50	<u>n/a</u>
Spouse	60	50	<u>n/a</u>
8. Married - employee age 46 or over, spouse under 46 with dependents			
Employee	100	50	<u>n/a</u>
Spouse	60	50	<u>n/a</u>
Dependents	60	50	<u>n/a</u>
9. Married - employee and spouse age 46 or over	100	50	<u>n/a</u>
10. Married - employee and spouse age 46 or over with dependents			
Employee	100	50	<u>n/a</u>
Spouse	100	50	<u>n/a</u>
Dependents	60	50	<u>n/a</u>
11. Disability pension (however disabled) - includes spouse and dependents, if any	100	100	<u>n/a</u>
12. Deferred retirement	-0-	-0-	<u>n/a</u>

Employees hired prior to November 14, 2011 will have the choice at retirement of a PPO plan described in this article. The PPO3 and PPO14 plans will have the BCBS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. The PPO 1 plan will not have a dental or vision plan associated with it in retirement and the PPO 1 option will be eliminated and unavailable to any future retiree, effective June 30, 2016. The health plan selection at retirement is irrevocable.

As soon as a retiree, spouse and/or dependent becomes eligible for coverage under Medicare, the retiree must enroll in Medicare Parts A and B and pay all applicable Medicare premium costs. Upon that eligibility for Medicare by the spouse, retiree or dependent, the City shall provide a supplemental plan to Medicare which (in combination with Medicare) provides comparable coverage to pre-Medicare coverage.

The City may provide a Medicare Advantage plan in lieu of the retiree health care coverage identified above in this Section, provided the Medicare Advantage plan shall provide benefits which are comparable to those provided by the coverage identified above.

An employee (hired prior to November 14, 2011) 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.

Employees hired into City employment on or after July 1, 2005 and prior to November 14, 2011 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 July 1, 2005 shall not be required to contribute to the Pre-Funding Retirement Health Insurance Care Fund as set forth in Article 10 Retirement, Section 3, Employee Pension Contribution, subsection (2).

In lieu of participation in the City retiree health insurance plan, employees hired on or after November 14, 2011 shall participate in a Health Savings Account (Also known as the MERS Health Care Savings Program) to accumulate funds for post-employment health care costs. The City shall contribute 2% of compensation to the HSA. Effective July 1, 2020, the City shall contribute 3% of compensation to the HSA and the employee will contribute a mandatory 1% of compensation to the HSA.

2. Life Insurance.

- A. General Description. Each employee will be provided with a life insurance policy in the amount of \$75,000 term insurance and an additional amount of \$75,000 AD&D insurance. The City will pay one hundred percent (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 Human Resources Director 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 Human Resources Director to hold a hearing to extend the City payment for life insurance premiums as provided in this Agreement. The Human Resources Director 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 Human Resources Director 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 Human Resources 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

1. 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.

2. Multiplier.
 - A. Employees Hired Prior to November 14, 2011: Effective July 24, 2017, the pension benefit for years of service accumulated prior to said date shall be determined based on the employee's final average compensation as if the employee had left employment with the City on July 24, 2017 and shall be based upon a multiplier of two point seven percent (2.7%) for the 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 section 3 below. The pension benefit for years of service after July 24, 2017 shall be based upon a multiplier of two-point five percent (2.5%) for the 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 section 3 below.

 - B. Employees Hired on or After November 14, 2011: Employees hired on or after November 14, 2011, shall have a multiplier of 2.25% used for retirement benefit calculation purposes, in accordance with the provisions of Act No. 345, P.A. of 1937 for service from the date of hire through July 24, 2017.

Effective July 24, 2017, the multiplier used for retirement benefit calculation purposes shall be changed to two point five percent (2.5%) for service on and after that date in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to section 3 below.

3. Employee Pension Contribution.
 - A. Effective July 1, 2006, the employee's pension contribution shall be increased from 7.0% to 8.0%. Employees hired on or after November 14, 2011 shall also be required to make a pension contribution of 8.0% of eligible wages, except that accrued leave time and pro-rated leave time payouts are excluded. Eligible wages for employees hired on or after November 14, 2011 shall include overtime and lump sum payments, such as education pay, food allowance and compensatory time payouts.

- B. Effective July 1, 2006, the 1.0% contribution to the Pre-Funding Retirement Health insurance Care Fund will cease. All current employee's funds contributed shall be refunded to the employee's Pension Account.

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

4. Final Average Compensation. The Final Average Compensation (F.A.C.) will be 3 of 10. The Final Average Compensation (F.A.C.) for employees hired on or after November 14, 2011 will be the average of the highest consecutive sixty (60) months of service contained within the last ten (10) years of service. Leave time payouts at separation are not included in the F.A.C. Calculation. FAC will include overtime and lump sum payments such as education pay, food allowance and compensatory time payouts.
5. 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.

6. 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.
7. 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.
8. 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.

The minimum retirement qualification for employees hired on or after November 14, 2011 is 25 years of service with 50 years of age, or age 60 with no minimum years of service. These employees are vested after ten (10) years of service or at age 60.

9. Non-Duty Disability Pension. Effective July 1, 1998, the non-duty disability pension benefit shall be increased to two point zero percent (2.0%) per year of service of final average compensation through age 55. Employees hired on or after November 14, 2011 shall follow the provisions of PA 345 (1937) with respect to a non-duty disability pension.

10. Cost of Living Adjustment. Employees who have completed 25 full years of service and who retire after January 1, 2004 will receive a cost of living adjustment of 1% per year simple at 5, 10, 15 and 20 years. Spouse would receive 60% of retirement benefit at the time of members death and would continue to receive remaining cost of living adjustments on her 60% (this would also pertain to Option I or II).

Employees hired on or after November 14, 2011 are not eligible for any cost of living adjustment in retirement.

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.

 - 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.

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.

 - C. 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. 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.

- D. 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. The person is to be charged with the hours worked and placed 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.

- E. 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.

- F. Special Event Overtime. Special event overtime is any overtime required because of a requested or required Fire Department presence beyond a normal Fire Department response: including, but not limited to staff the station during the annual open hour or staffing an engine for fireworks, etc.

- G. 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) Scheduled vacancies shall be filled in the following manner:
- a. The day half 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 newly vacated 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 an eligible Fire Truck Operator, then an eligible Lieutenant, and then an eligible Battalion Chief, if needed.
 - 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.
 - g. In the event a vacancy cannot be filled by a willing, eligible employee, those employees on vacation shall be offered the overtime without being charged in the overtime book if they refuse. If the vacancy is still not filled, employees on sick leave shall be offered the overtime without being charged in the overtime book if they refuse. If the vacancy is still not filled, the employee that has not been relieved shall continue to work in that position.

- h. Acting Fire Inspector and Fire Investigator. Separate overtime registers will be established for Acting Fire Inspector and Acting Fire Investigator. Acting Fire Inspector duties will only be offered during off-duty hours in order of low overtime. Acting Fire Investigator duties will be offered first to off-duty actors in order of low overtime, then to on-duty actor(s).

3) Special event overtime shall be filled in the following manner:

- a. A sign up sheet for special event overtime shall be maintained in the Battalion Chief office.
- b. Members can sign up for the event from the initial posting until 48 hours prior to the scheduled event.
- c. At the deadline, the Battalion Chief shall close the list and offer the overtime to the members of the appropriate rank(s) that signed up with the fewest total overtime hours charged to him in the overtime book.
- d. If a Fire Truck Operator or Lieutenant is needed, but none sign up for the event, actors that sign up may be utilized. If no actors sign up, then a combination of on duty personnel and signed up personnel may be utilized.
- e. If there are not enough members signed up, normal calling procedures can be followed up to 48 hours period to the scheduled event.
- f. Members that accept the special event overtime shall be charged the appropriate hours in the overtime book and are not eligible for other scheduled overtime during the same time period.
- g. Overtime assignments are at the discretion of the Battalion Chief.

4) An eligible employee that cannot be contacted by the Battalion Chief, or designate, will be passed and charged the overtime hours. Each employee will be allowed to have two (2) phone numbers in the overtime register. Members not called for special event overtime will not be charged the hours for that overtime.

H. 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 F.

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.

- I. 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.

- J. 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 leave will not be called for overtime except in the event of a general call-in or as defined in section 2.G-2g of this article.
 - 3) No employee shall be eligible for a scheduled overtime assignment until first completing the evening half of his normally scheduled shift (except those individuals on approved training, education leave, or as defined in section 2.G-2g of this article).

- K. 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.

- L. Light Duty. An employee on light duty is not eligible for an overtime assignment.

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

- N. Filling Overtime Vacancies Caused by an EMT. If a vacancy is caused by a person who would have been working on an apparatus as the only EMT, the Battalion Chief in charge shall assign an on duty employee who is an EMT to the apparatus that is shorted. 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 outline in Section F.

If the Battalion Chief in charge is unable to fill an EMT vacancy by assigning an EMT on duty to the vacancy, he shall call eligible EMT's in the same rank to perform the overtime. If the Battalion Chief in charge is unable to fill the vacancy with an EMT in the same rank, he shall hire an EMT from a different rank to fill the vacancy using Section F.2.d as a guide.

O. 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. Acting Out of Rank.

- A. To facilitate personnel development and ensure the highest quality response the Fire Chief will authorize qualified individuals to act out of rank as necessary. The number of individuals qualified to act out of rank will be at the discretion of the Fire Chief.
- B. Personnel authorized to act out of rank will be paid rate step A for the rank they are filling for the actual hours they work out of rank, except acting out of rank pay will not be paid for less than one (1) hour increments. Acting Fire Inspectors and Acting Fire Investigators, working off-duty, will be paid at Step A for the 56-hour Fire Inspector rate as the basis for overtime hours calculation. Acting Fire Investigators, when called upon to perform during on-duty hours, will be paid at the higher of their current hourly rate or the 56-hour Step A rate for Fire Inspector.
- C. Acting Qualifications: Any employee eligible to apply for promotion to a higher rank, as shown in Article 2 Sections 3E, 3F, 3G, and 3H shall be eligible to request to act out of rank.

- D. This request must be submitted in writing to the Fire Chief. Upon receipt of the written request, the Fire Chief will direct the Command Officer to arrange and administer the appropriate test to the employee making the request.
- E. There will be five acting out of rank tests that are applicable to the Midland Fire Department.
- An Acting Fire Truck Operator test consisting of 4 parts. Part One will consist of a written test covering Midland Fire Department policies and procedures, general firefighting knowledge, pumping/operating apparatus, pumping/operating aerial ladders, and building construction. Part Two will consist of a practical apparatus knowledge test including hydraulic calculations and formulas covering an Engine portion and Tower portion. Part Three will consist of a practical pump knowledge test covering an Engine portion and Tower portion. Part Four will consist of a practical driving road test covering an Engine portion and Tower portion.
 - An Acting Lieutenant Test consisting of 2 Parts. Part One will consist of a written test covering Midland Fire Department policies and procedures, incident command, fire ground tactics, building construction, and fire inspection. Part Two will consist of an Oral Interview. The members of the interview panel will consist of the Fire Chief, Command Officer, and 1 Suppression Battalion Chief.
 - An Acting Battalion Chief Test consisting of 2 parts. Part One will consist of a written test covering Midland Fire Department policies and procedures, incident command, fire ground tactics, emergency management, and fire code. Part Two will consist of an Oral Interview. The members of the interview panel will consist of the Fire Chief, Command Officer, and 1 Suppression Battalion Chief.
 - An Acting Fire Inspector test consisting of two parts and one certification. The first part will consist of a written fire inspection knowledge, principles and practices exam based on NFPA, State and local standards and requirements. The second part will consist of an Oral interview. The members of the interview panel shall consist of the Fire Chief, Fire Marshal and a third Command Staff Officer. A valid State of Michigan or NFPA Fire Inspector license/certification is required at the time of appointment.
 - An Acting Fire Investigator test consisting of two parts and one educational requirement. The first part will consist of a written fire investigation exam based on NFPA, State and local standards and requirements. The second part will consist of an Oral interview. The members of the interview panel shall consist of the Fire Chief, Fire

Marshal and a third Command Staff Officer. A minimum of 40 hours of fire investigation training through IFSTA, the State of Michigan, National Fire Academy or equivalent is required at the time of appointment.

All tests will be developed and administered by the Command Officer subject to approval by the Fire Chief. Battalion Chiefs may administer the practical portions of the Acting Fire Truck Operators test if approved by the Fire Chief. The Command Officer will issue a reading list at least one month prior to administering a test. Upon completion of all parts of any acting out of rank test, the Command Officer will transmit the results of the test to the Fire Chief within one week.

A score of 70% must be maintained on all parts or portions of the test and a positive recommendation from the Oral Interview must be attained. (In the event more individuals pass all parts and portions of the acting examination process than there are available openings; seniority will be used to authorize acting out of rank) The Fire Chief will inform the employee requesting to be authorized to act out of rank, in writing, the result of the test and either authorize the employee to act out of rank or deny the authorization within one week of receipt of the results from the Command Officer. If an employee achieves less than 70% on any part or portion of a test or did not receive a positive recommendation from the Oral Interview; the Fire Chief will direct the Command Officer to assist the employee in the areas the employee achieved a less than favorable result.

- F. Any employee not approved to act out of rank as a result of less than 70% score or did not receive a favorable recommendation on the Oral Interview will not be allowed to retest for the acting out of rank authorization for 1 year from the date of the refusal. The employee, if eligible, may compete in any promotional examinations during the year.
 - G. Employees having passed all portions of a promotional exam are eligible to act out of rank in that classification. A written request must be submitted to the Fire Chief.
 - H. The Fire Chief may rescind authorization to act out of rank for any individual that is not satisfactorily performing while acting out of rank. Any employee may submit, in writing, a request to the Fire Chief to have his authorization to act out of rank rescinded. Should either of the above occur, the employee will not be allowed to retest for the acting out of rank authorization for 1 year from the date of the request. The employee, if eligible, may compete in any promotional examinations during the year.
4. Temporary Command Assignment.
- A. In the event the rank of Battalion Chief is vacant because the assigned Battalion Chief is on approved leave or temporary workers compensation disability; the Acting Battalion

Chief assigned to that shift shall, at the discretion of the Fire Chief, be given the temporary command assignment for the duration of the vacancy.

- B. In the event the rank of Battalion Chief is vacant because the assigned Battalion Chief is on approved leave or temporary workers compensation disability and the Acting Battalion Chief assigned to that shift is on approved leave; the rank of Battalion Chief shall, at the discretion of the Fire Chief, be hired for overtime to fill the command assignment.
- C. If there is more than one Acting Battalion Chief assigned to a particular shift, the duty days of temporary command time shall be evenly divided among the Acting Battalion Chiefs assigned to the particular shift.

5. Subject Matter Experts.

- A. To facilitate training, development of personnel and enhance department operations, applicants shall be selected for training and assignment as subject matter experts in areas such as medical continuing education, rescue training or other areas as deemed necessary by the Fire Chief.
- B. Personnel selected to serve as Subject Matter Experts shall be authorized to act in their assigned capacity off shift at their overtime rate of pay.
- C. Training for Subject Matter Expert positions shall be considered elective as outlined in Article 20 unless determined otherwise by the Fire Chief. Costs for classes, books, materials and licenses or certifications shall be paid by the Midland Fire Department.
- D. Open positions shall be posted for a period of thirty (30) days prior to candidate evaluation. Candidate names shall be presented to the department Command Staff for evaluation and recommendation to the Fire Chief.
- E. Prior to appointment, candidates selected as instructors shall create and present a short presentation on the subject of their choosing to a review panel selected by the Fire Chief or his designee.
- F. Appointees shall serve at the discretion of the Fire Chief.

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 Human Resources Director 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 6 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 Human Resources Director for approval. Such classification and pay rate, when approved by the Human Resources Director, 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 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 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 Article 3.6 Cleaning Allowance, 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. 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.

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 January 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, Human Resources 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 Human Resources. If the Human Resources Director decides that such outside employment is in conflict with the City service, the Fire Chief shall order the outside employment discontinued.

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

If the Grievance 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 Human Resources 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 Human Resources Director may offer the employee a light duty assignment in another City position at no reduction in pay or benefits. The Human Resources 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 Human Resources 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.

A. Voluntary Referral.

- 1) Any employee, who feels that he has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance through a certified substance abuse professional (SAP), who is supervised by a licensed physician. No employee will be disciplined on account of any request for assistance, nor will any employee be disciplined as a result of any information disclosed by the employee during his efforts to enter or participate in substance abuse treatment. Confidentiality will be maintained between the individual seeking help, the SAP, and the supervising licensed physician.
- 2) The course of treatment will be determined by the employee and the SAP and may include entry into a treatment facility. Employees who are unable to attend work due to hospitalization in a treatment facility will be granted accumulated sick leave for the duration of the hospitalization. Employees who have exhausted their accumulated sick leave will be granted accumulated leave time (vacation, personal) and then leave without pay. Upon release to work, the employee will be returned to active status without reduction of pay or seniority.

B. Prescription Drugs.

- 1) Employees who are obliged to take prescription drugs or internal medicine, under the direction of a licensed medical practitioner, that carry a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected, shall advise their superior prior to reporting to duty that a medication review is required. A medication review with the City's physician will be scheduled for the employee prior to his return to duty. The employee and City will make every effort to schedule a medication review prior to the employee's next duty date. Employees who inform their superior prior to their next duty date will be paid straight time for the appointment time with the City physician. The City physician will determine whether the employee can perform the essential functions of his position while taking the medication. The employee will be relieved from duty and paid for duty days until the City physician makes a determination. If it is determined by the City physician that the employee cannot perform his regularly assigned duties, he shall utilize sick leave.

- 2) No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination, and quantity prescribed.
- 3) No employee who complies with (a) and (b), above, with respect to a particular prescription drug or other medicine, can be disciplined or required to attend Employee Assistance on account of that particular prescription drug or other medicine.

C. Procedures for Testing.

- 1) The City may require departmental personnel to submit to a test for illegal drugs, prescription drugs or alcohol based upon reasonable suspicion.
- 2) Standards for Determining Reasonable Suspicion. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 3) "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which are impairing his or her ability to safely and effectively perform his or her duty.
- 4) Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
- 5) Preparation of Report. If the command officer, based upon the criteria set forth above, determines that a test should be requested, he shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she shall be taken to a station (when impairment is suspected) to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and the reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that time, be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation. Failure of the command

officer to prepare the report in accordance with the procedure outlined in this Section shall render any subsequent test and discipline based upon that test void.

- 6) Review of Report. If, following the employee's explanation, the command officer determines that a test is still required, he shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his/her behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.
- 7) Demand for Testing. If the shift commander has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he otherwise is in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.
- 8) Identification of Employee. The employee's identity shall be checked and verified, by the requesting testing agency at the time of the testing request/order.
- 9) Drug Testing Procedure. The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with United States Department of Transportation Drug/Alcohol Testing Regulation 49 CFR Part 40, as amended.
- 10) Alcohol Testing Procedure. Testing for alcohol shall be performed by means of a breath test at the same facility utilized for drug testing, with a certified breath alcohol technician (BAT) using an evidentiary breath testing (EBT) device. The "chain of custody" will be documented and preserved in the same manner as for a drug test. Should the employee be unable to perform a breath test due to a medical condition verified by the City's medical provider, a blood alcohol test shall be conducted.

D. Employee Assistance and Discipline.

- 1) An employee, who tests positive for illegal, controlled or prescription substances, or alcohol, shall be required to participate in evaluation and assessment by a certified substance abuse professional (SAP), who is supervised by a licensed physician. Employees who successfully complete the program to the satisfaction of the SAP and supervising physician shall not be disciplined for their drug or alcohol use.
- 2) Employees who fail to complete the substance abuse treatment program as specified in (a) above, may be terminated for what shall be deemed "just cause". Should this occur, the Union and employee hereby waive their right to grieve said discipline under the usual provisions of the collective bargaining agreement, except that the employee or the Union may pursue a grievance on the sole and exclusive basis of a claim that the employee did not commit the violation as charged. The Union and employee specifically waive their right to file any other grievance relating to said discipline on any other basis, included, but not limited to any excuse the employee might proffer for committing the violation as charged or the severity of the discharge as appropriate discipline.
- 3) Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state, creates an unreasonable risk of harm to any person that employee may be disciplined up to and including discharge in addition to being referred to a substance abuse professional (SAP).
- 4) Notwithstanding any other provision of this Agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to a substance abuse professional (SAP). "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while not intoxicated.
- 5) The City shall have the option to conduct as many as four (4) random drug and/or alcohol tests on an employee who has been required to enter a substance abuse treatment program due to a positive drug and/or alcohol test, in order to guarantee that the program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. A positive drug and/or alcohol test, or refusal to test,

during that time will result in an automatic thirty (30) calendar day disciplinary suspension without pay and the employee shall be required to re-enter a substance abuse treatment program under the same conditions as outlined in this paragraph. Should this occur, the Union and employee hereby waive their right to grieve said discipline under the usual provisions of the collective bargaining agreement, except that the employee or the Union may pursue a grievance on the sole and exclusive basis of a claim that the employee did not commit the violation as charged. The Union and employee specifically waive their right to file any other grievance relating to said discipline on any other basis, included, but not limited to any excuse the employee might proffer for committing the violation as charged or the severity of the suspension and mandatory treatment as appropriate discipline.

a. After completion of a thirty (30) day disciplinary suspension and after re-entry into a substance abuse treatment program under the same conditions as outlined in this paragraph, the employee shall again submit to four (4) random drug and/or alcohol tests for one (1) year following the date of his completion of the treatment program under the drug and alcohol testing procedures outlined in this article.

6) Nothing in this section will preclude an employee from voluntarily re-entering a substance abuse treatment program. Any employee shall have the right to voluntarily enter a substance abuse treatment program during their employment. In all cases of voluntary treatment, Section 1(a) and (b) will be utilized.

7) Under the Reasonable Suspicion standards outlined in this article, an employee that tests positive for drugs and/or alcohol within a three year period of completing a required referral to a substance abuse treatment program may be terminated for what shall be deemed "just cause". Should this occur, the Union and employee hereby waive their right to grieve said discipline under the usual provisions of the collective bargaining agreement, except that the employee or the Union may pursue a grievance on the sole and exclusive basis of a claim that the employee did not commit the violation as charged. The Union and employee specifically waive their right to file any other grievance relating to said discipline on any other basis, included, but not limited to any excuse the employee might proffer for committing the violation as charged or the severity of the discharge as appropriate discipline.

E. Effective Date, Notice to Employees, Other Laws.

- 1) The policies set forth in this Policy Guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired. These policies will be implemented in a manner that will comply with all applicable federal and state laws.
- 2) All command officers and supervisors acting in the capacity of command officer shall receive training in identifying behaviors and actions that would lead to a reasonable suspicion of drug and/or alcohol use.

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.

8. Direct Deposit. Effective November 14, 2011, direct deposit of paychecks shall be mandatory for all members of the Midland Professional Fire Fighters.

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

WAIVER CLAUSE

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 of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 20

COMPENSATORY TIME

1. Notwithstanding the provisions of articles 4, 5, 6, and 11 of this agreement regarding payment of overtime and off duty court time, an employee may request that he be credited compensatory time off at the rate of one and one half (1 ½) times the actual hours worked in lieu of premium payment. The employee shall schedule such time off credited to him in twelve hour increments as per the vacation scheduling rules. If the employee does not take such time off within the calendar year of its crediting, he shall be paid for the time at the first pay period thereafter. Compensatory time off will be counted against the "Two members from each shift will be allowed on vacation at the same time" statement in Article 6, Section 2.A.
2. Public Appearances. When carried out during off-duty hours, public appearances and employees training others on behalf of the department in accordance with department rules and regulations may request that he be credited compensatory time off at the rate of one and one half (1 ½) times the actual hours worked in lieu of premium payment.
3. Training Compensation. All requests for training must receive written authorization by the Fire Chief. Compensation for all class time hours will be paid at the employee's hourly rate. Class time hours are defined as hours spent in instructor led training up to a maximum of 8 hours per day and does not include travel time. An employee may request that he be credited compensatory time at his hourly rate in lieu of payment. Use of compensatory time will be in accordance with Article 20, 1. This section applies only to employees who are being trained. It does not apply to any employee involved in any other work related activity.
 - A. Voluntary Training. Voluntary and as approved by the Fire Chief.
 - 1) Off Duty Day(s) – No compensation
 - 2) On Duty Day(s) – Must use approved leave
 - B. Elective Training. Training when not staying overnight and as approved by the Fire Chief.
 - 1) Off Duty Day(s) – No compensation.
 - 2) On Duty Day(s) – Training leave with pay. If the total number of hours trained are not equal to that day's duty hours, then the remainder of those hours needed to complete the duty day will be spent at the department on duty.
 - C. Elective Training (Out-of-Town). Training that is out-of-town and requires that the employee stay overnight and as approved by the Fire Chief.
 - 1) Off Duty Day(s) – No compensation.

- 2) On Duty Day(s) – Training leave with pay. After completion of training, if the total number of hours trained are not equal to that day's duty hours, then the remainder of those hours needed to complete the duty day will be spent at the department on duty.

D. Mandated Training. Training as directed by the Fire Chief and when not staying overnight.

- 1) Off Duty Day(s) – Compensation will be for driving time and class time hours.
- 2) On Duty Day(s) – Training leave with pay. If the total number of hours trained are not equal to that day's duty hours, then the remainder of those hours needed to complete the duty day will be spent at the department on duty.

E. Mandated Training (Out-of-Town). Out-of-town training as directed by the Fire Chief and requires that the employee stay overnight.

- 1) Off Duty Day(s). - Compensation will be for driving time and class time hours.
- 2) On Duty Day(s) - Training leave with pay. After completion of training, if the total number of hours trained are not equal to that day's duty hours, then the remainder of those hours needed to complete the duty day will be spent at the department on duty.

4. Adjusting Schedules. With approval of the Fire Chief, schedules can be adjusted when an employee is working where the schedule may not allow sufficient time off for conflicts with training.

ARTICLE 21

MEDICAL EVALUATION PROGRAM

1. Employees are encouraged to complete an annual physical exam utilizing their insurance benefits.
2. The City shall establish and maintain a confidential medical evaluation. Medical evaluations shall be conducted as a baseline for surveillance and following an occupational exposure.
3. Medical Evaluation Program. The City and the Midland Professional Fire Fighters shall mutually appoint a licensed medical doctor qualified to provide professional expertise in the area of occupational safety and health as they related to emergency services. This appointed medical officer will determine fitness for duty as required to comply with federal, state and local requirements.
4. When the City has just cause to believe that an employee is in an unfit physical, psychological or emotional condition, the employee will be required to undergo a fitness for duty examination or testing by the mutually appointed medical provider. The employee and union will be provided with the reasons why a fitness for duty exam is being required. The referral for a fitness for duty examination must be authorized by the Director of Human Resources.

An employee required to undergo a fitness for duty examination or testing shall not suffer a loss in pay and will be placed on paid administrative leave pending the outcome of the examination and review of the medical report.

5. Fit for Duty Medical Examination. The appointed medical officer shall determine the components of the fit for duty medical evaluation based upon his or her knowledge of occupational safety and health as they relate to emergency services and as required to comply with federal, state and local requirements. The cost of the fit for duty examination and subsequent recommended testing, performed under the direction of the appointed medical provider, shall be paid by the City.

As determined by the appointed medical officer, it shall be acceptable for certain components of the occupational medical evaluation to be performed by a member's private physician, at the member's cost, provided full results are forwarded in the required time frame to appointed medical officer.

6. Unfit for Duty Determination. A member who has been determined to be unable to perform the essential job functions will only be returned to duty when the appointed medical officer has confirmed that the member can perform the essential job functions. Members who are unable to

meet fit for duty standards due to a medical condition shall utilize sick leave and other leaves as afforded under the collective bargaining agreement until full medical clearance is obtained.

7. Leave of Absence for Medical or Fitness Conditions. If full medical clearance is not obtained after paid leave is exhausted, the City will determine if the employee is eligible for leave in accordance with the Family Medical Leave Act (FMLA) and will place the employee on FMLA leave as directed under the law. After the FMLA leave option is exhausted, the employee may request a leave of absence without pay under Article 6, Leaves of Absence, Leave of Absence Without Pay, for a six month period. If full clearance cannot be obtained after the six month period, the employee shall utilize the options available under Article 10, Retirement.

After the employee has been off work one (1) year, the Director of Human Resources may declare the employee's position vacant and the Fire Chief may appoint another employees to the position as outlined in Article 2, Personnel Rules. Prior to retirement, if the employee receives full medical clearance by the appointed medical officer, he will be eligible for recall to the next vacancy that occurs for his position.

IN WITNESS WHEREOF, The City of Midland, a Michigan municipal corporation, and the Midland Professional Fire Fighters, affiliated with the Michigan Professional Fire Fighters Union and the International Association of Fire Fighters, by their duly authorized representatives, have hereunto signed their names to this Agreement, effective July 1, 2019.

FOR THE MIDLAND
FIRE FIGHTERS UNION
LOCAL 1315




Timothy Longlet, President



Justin Fox, Vice President



Roger Bebeau, Bargaining Committee



Justin Britton, Bargaining Committee



Nicholas Gettel, Bargaining Committee

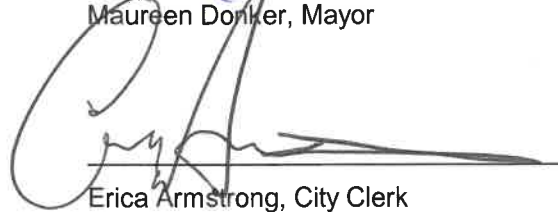


Bobby Hoffman, Bargaining Committee

FOR THE CITY OF MIDLAND

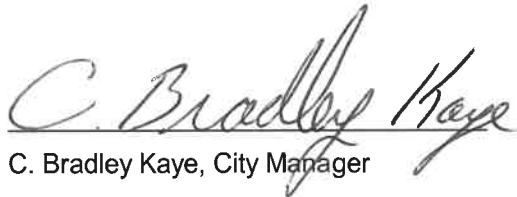


Maureen Donker, Mayor



Erica Armstrong, City Clerk

APPROVED BY:



C. Bradley Kaye, City Manager

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