

6/30/98

AGREEMENT
BETWEEN
CITY OF MOUNT PLEASANT
AND THE Part-time Firefighters
EFFECTIVE: JULY 1, 1995 - JUNE 30, 1998

Mt. Pleasant, City of

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This agreement, effective the first day of July, 1995, between the City of Mt. Pleasant (hereinafter referred to as the "EMPLOYER") and the Part-time Firefighters of the Mt. Pleasant Fire Department (hereinafter referred to as "EMPLOYEES").

WHEREAS, The City of Mt. Pleasant has, for many years, provided protection to its citizens from the threats of fire by utilizing members of the community to serve as Part-time Firefighters, and

WHEREAS, The City has formed an organization known as Part-time Firefighters, and

WHEREAS, The City of Mt. Pleasant has enjoyed an outstanding record in preventing and controlling fires in the community, and it is in the best interest of the people of this City to continue providing fire protection utilizing the services of the Part-time Firefighters.

NOW THEREFORE BE IT RESOLVED, That the City of Mt. Pleasant and the Part-time Firefighters, in the interest of providing the best possible fire protection for the City of Mt. Pleasant, set forth this Agreement which expresses the understanding of both parties for services provided to the community and the obligations of the City and Part-time Firefighters to each other.

PURPOSE AND INTENT:

The general purpose of the Agreement is to set forth the terms and conditions of employment.

The parties recognize that the safety and protection of life and property in the community is dependent upon the readiness and ability of qualified personnel to provide fire protection service.

ARTICLE I - RECOGNITION - EMPLOYEES COVERED:

Section 1: The Employer shall recognize the Part-time Firefighters of the Mt. Pleasant Fire Department as an independent group of employees.

The employees shall elect two members to represent them for the purpose of counseling with the Deputy Director of Public Safety relative to working conditions and other items.

Section 2: The Deputy Director of Public Safety, with approval of the Director of Public Safety, shall appoint Part-time Firefighters to be designated as Part-time Captains from a list as recommended by the Part-time Firefighters. The purpose of the Part-time Captains is for supervision and guidance of the Part-time Firefighters. Selection will be made from those Part-time Firefighters desiring to be Part-time Captains and who have

successfully completed level II firefighter training as set forth by the Firefighters Training Council, and the approved Fire Officers Training Course (Incident Command). There shall be one Part-time Captain for every five (5) members of the Part-time Firefighter group, up to a maximum of four (4) Part-time Captain positions. Two (2) Part-time Captains shall be appointed in January of each year for a period of two (2) years. Vacancies which may occur will be filled in the same manner for the remaining period of that particular Part-time Captain's position.

Whenever a Part-time Captain's response rate for a calendar quarter drops below 50% of the regular fire alarms during that calendar quarter excluding alarms occurring during a City authorized vacation, sick or other leave, that Part-time Captain shall be so notified by the Deputy Director of Public Safety and shall be required to increase his/her response rate to 50% or greater during the following calendar quarter. Failure to do so may result in disciplinary action up to and including termination as a Part-time Captain. Attendance at training sessions is separate from responding to fire alarms and shall not be used in computing response rate.

ARTICLE II - RIGHTS OF EMPLOYERS:

Section 1: The Employer shall have the right to control and direct its employees. This right shall include the right to hire, promote, lay off, transfer, discipline or discharge for just cause, refuse to hire, set work schedules, make work assignments and direct and control its operations, subject to consultation with the Part-time Firefighter's Representative prior to implementation, provided the actions are not contrary to the provisions of this Agreement.

Section 2: The Employer shall have the authority to develop employee training and professional development plans such as plans to include training sessions and may develop standard written, oral and/or practical tests which may be used in part to determine ability and capacity.

ARTICLE III - RIGHTS OF EMPLOYEES:

Section 1: Employees shall be permitted to recommend on the permanent status of probationary employees.

Section 2: The employees may initiate recommendations for disciplinary action against individual members of the Part-time Firefighters.

Section 3: Any Part-time Firefighter who is scheduled for an interview concerning disciplinary action that may be made part of his/her record may, if he/she so desires, request the presence of an elected representative.

ARTICLE IV - FAIR EMPLOYMENT STANDARDS:

There shall be no discrimination in upgrading, demoting or transferring as to race, creed, color, national origin, sex, political party or union affiliation.

ARTICLE V - TRAINING MEETINGS:

Regular training meetings will be held to provide up to four (4) hours of training per month. Regular training meetings, if held once a month, will be on the second Thursday of the month and if held twice a month, will be on the second and fourth Thursdays of the month. The time and day of training may vary as agreed upon between the Part Time Firefighter's Representative and the Deputy Director of Public Safety. The Deputy Director of Public Safety or the officer of the day will preside at all training sessions. All employees shall be expected to attend all regular training meetings. Departmental policy for excused absences will be followed. All training will be made up in accordance with department policy.

ARTICLE VI - SENIORITY:

Section 1 - Acquiring Seniority:

A) Each member of the Part-time Firefighters of Mt. Pleasant Fire Department shall acquire seniority one (1) year after date of hire.

B) Seniority shall be cumulative so long as an employee is an active member of the Part-time Firefighters of the Mt. Pleasant Fire Department.

C) Seniority shall not be applicable outside the Part-time Firefighter unit.

D) Seniority within the supervisory position of Part-time Captain shall be according to continuous years of service in the position.

Section 2 - Seniority Lists:

A) A seniority list for members of the Part-time Firefighters shall be maintained apart from the list which is provided all full-time employees of the City of Mt. Pleasant.

B) A seniority list shall be posted on the bulletin board at the beginning of each calendar year with a copy given to the Part-time Representative.

Section 3 - Loss of Seniority:

Seniority shall be broken for the following reasons:

- A) If the employee quits.
- B) If the employee is discharged for just cause.

ARTICLE VII - GRIEVANCES AND APPEALS:

Section 1: Any Part-time Firefighter may file orally any grievance concerning working conditions as a Part-time Firefighter. Such oral grievance shall be made to the Part-time Firefighter's Representative within seven (7) calendar days of the date the grievance occurred. An oral answer by the Part-time Firefighter's Representative shall be made within three (3) calendar days.

Section 2: If no satisfactory answer is received from the Part-time Firefighter's Representative, the grievance shall be made in writing and presented to the Deputy Director of Public Safety within seven (7) calendar days after the oral answer by the Part-time Firefighter's Representative. The Deputy Director of Public Safety shall respond within five (5) calendar days.

Section 3: If the grieved Part-time Firefighter believes that the Deputy Director of Public Safety has not answered the grievance satisfactorily, the grievance may be filed in writing with the Public Safety Director within seven (7) calendar days after receipt of the Deputy Director of Public Safety's response. The Public Safety Director shall respond in writing within five (5) calendar days.

Section 4: If the decision of the Public Safety Director is not satisfactory, the grieved Part-time Firefighter, within seven (7) days after the Public Safety Director's response, may request a Special Conference be held concerning the grievance. The Special Conference shall consist of the City Manager, Public Safety Director, Deputy Director of Public Safety, the grieved Part-time Firefighter and any two (2) persons the grieved Part-time Firefighter chooses to attend. The Special Conference shall be held within fifteen (15) days after the request is received.

Section 5: Grievances not settled to the Part-time Firefighter's satisfaction at the Special Conference level, leaves the alternative of filing a complaint with the Department of Labor, State of Michigan, by the grieved Part-time Firefighter.

Section 6: Failure of the Part-time Firefighter to meet the time limits established in the grievance procedure shall constitute the grievance to be settled. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next step in the grievance procedure, excluding number 5 above.

Section 7: Established time limits shall exclude Saturdays, Sundays and Holidays.

ARTICLE VIII - WORKING HOURS:

Section 1: It is the intent of the City to assure that sufficient services are being provided by each individual Part-time Firefighter and that Part-time Firefighters respond to regular fire alarms whenever possible, and shall continue until such time as the equipment is restored to a readiness condition.

A Part-time Firefighter shall maintain a reasonable and expected rate of response to regular fire alarms. No Part-time Firefighter shall respond to less than 30% of all regular alarms in a three-month period. In the event any Part-time Firefighter fails to meet the minimum standard of response, he/she shall automatically be placed on probationary status for a minimum of a three-month period. A Part-time Firefighter on probationary status who responds to regular fire alarms at a rate less than 30% during a second three-month period shall forfeit one-half (6 month's value) of annual base compensation. Any Part-time Firefighter who responds to regular fire alarms at less than a 30% rate during a third three-month period shall be terminated.

To assure the City that the 30% minimum response rate established for Part-time Firefighters does not jeopardize the safety of the citizens of the City of Mt. Pleasant or inhibit the Department's ability to adequately fight fires, the Part-time Firefighters must maintain a 50% minimum response rate as a group during any given ninety-day period.

In the event that the total group's response rate falls below the 50% threshold, the City and the Part-time Firefighters agree to meet and consider options and alternatives relative to this issue alone.

Attendance at training sessions is mandated separately from fire responses and shall not be used in computing response rate.

Section 2: In order to insure a minimum response of personnel to fire or emergency alarms, the Part-time Firefighters shall be divided into not more than four groups for on-call purposes so that on weekends, holidays and between the hours of 5:00 PM and 7:00 AM on all other days, never less than one-fourth of the total manpower will be available.

ARTICLE IX - EXTENDED LEAVES OF ABSENCE

Section 1. General Conditions.

A. All leaves over 30 days must have the approval of the Deputy Director.

B. An employee giving false information to obtain a leave of absence shall be discharged.

C. An employee who fails to follow departmental policy on sign

out shall be considered as a voluntary quit unless a satisfactory reason is given.

D. An employee on leave of absence may make arrangements for payment of all insurance benefits.

E. Excepting worker's compensation benefits, all compensation ceases the 31st day after the leave commences.

Section 2. Military Leave.

A. Any seniority employee who enters into the active service of the Armed Forces of the United States will be granted a leave of absence for the period of such active service. Upon termination of such service, such employee shall be offered reemployment in accordance with the terms of the applicable selective service act, provided:

1. The employee has received an honorable discharge or has been relieved from active duty under honorable conditions.
2. The employee is physically able to perform a job.
3. The employee reports for work within ninety (90) calendar days of discharge or release from active duty or release from hospitalization continuing after discharge or release.

Section 3. Illness, Injury and Medical Leave. A medical leave of absence for illness, injury or medical, including pregnancy, shall be granted to employees upon presenting acceptable verification to the Employer. The Employer may request at any time as a condition of continuance of any medical leave of absence, proof of continuing disability or sickness.

A Part-time Firefighter shall be entitled to be on a medical leave of absence under this Section for a period of not more than sixty (60) days. Additional extensions of up to thirty (30) days of time may be granted upon request and subject to the Employer's right to require medical proof or other verification acceptable to the Employer.

A. For medical leave of absence not covered by worker's compensation benefits, an employee may be on leave under this Section for a period of not more than one (1) year, after which time the employment relationship shall terminate. All forms of compensation cease on the 31st day after a leave commences. Insurance benefits are administered as addressed in Article XII.

B. For medical leave of absence due to injury on the job and which is covered by worker's compensation benefits, and/or which prevents the Employee from continuing his/her normal work duties in pursuit of a livelihood, an employee may be on leave under this

Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have dental, hospitalization insurance and term life insurance premiums paid by the City. Such coverage shall continue for (2) years or for the number of full months of seniority with the City acquired by the employee at the time of the injury, whichever is the lesser.

Employees are required to notify the Employer of any condition which will require a medical leave of absence under this Section supported by a physician's certificate showing the date for commencement of such leave and the required return to work date. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a medical leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance, job responsibilities, personal health needs and safety must be satisfactorily maintained. An employee desiring to return to work from a medical leave of absence under this Section must present a physician's certificate indicating that the employee is physically and medically able to return to work and to satisfactorily perform the employee's job or present other verification acceptable to the Employer.

Failure to provide any statement, certificate, substantiation or notification as may be required under this Section may, as determined by the Employer, disqualify an employee from consideration for a medical leave of absence.

ARTICLE X - RESIDENCY:

Each Part-time Firefighter shall be a resident of the City or Union Township upon his/her appointment to the Department and shall continue his/her residency while a member of the Department.

ARTICLE XI - BENEFITS (HEALTH, DENTAL, LIFE INSURANCES AND RETIREMENT PLAN)

Section 1: During the term of this Agreement, the Employer agrees to make available a group hospitalization benefit program approved by the Employer to Part-time Firefighters covered by this agreement, who elect to participate covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The benefit program shall be on a voluntary basis for eligible employees. The Employer agrees to contribute one hundred percent (100%) of the required cost for family coverage under the benefit program for eligible employees who elect to participate. Specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program. Effective January 1, 1996, the drug prescription co-payment will be \$5.00 per prescription and on January

1, 1997, and for the remainder of the contract the drug prescription co-payment will be \$6.00 per prescription. The Employer reserves the right to determine the method of providing the group benefit program including the right to establish and implement a self-insured program and the right to select any insurance carrier or carriers, provided current benefit levels remain substantially equivalent.

The group benefit program becomes effective for eligible employees on the first (1st) day following completion of thirty-one (31) days of employment. The Employer's obligation for payment of the Employer's share of the required cost of the benefit program becomes effective for the month which commences the first (1st) day following completion of the thirty-one (31) days of employment. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group benefit program shall continue in effect until the end of the last day of the month in which the quit, termination or layoff occurs. In the event that an employee is on leave of absence, the group benefit program shall continue in effect until the 31st day after the leave commences; provided, however, that the group benefit program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required cost of the benefit program. Other specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program.

A) In the event of the death of a Part-time Firefighter while he/she is actively engaged in City authorized firefighting activities, the City shall continue to pay full family premium insurance as described in this Section 1 for a period of eighteen (18) months immediately following the month of death.

B) In the event of injury to a Part-time Firefighter while he/she is actively engaged in City authorized firefighting activities, and such injury causes a physical disability that prevents the Part-time Firefighter from continuing his/her normal work duties in pursuit of a livelihood, the City shall continue to pay the full family premium for insurance described in this section for a maximum period of 3 years from the date of injury excepting the following: if the Part-time Firefighter receives a disability benefit, (such as Social Security Disability payments) which provides medical insurance coverage for the Part-time Firefighter; OR the injured employee has received months of medical insurance coverage equal to the number of months of seniority acquired with the City at the time of the injury; whichever is the lesser.

Section 2: Employees shall be members of the Michigan Municipal Employees Retirement System and provided benefits under the B-1 Plan.

Section 3: The City shall carry Class I, (Preventive and Diagnostic Services) Class II, (Basic Services) and Class III (Major Services) dental benefits covering 50% of reasonable charges to a limit of \$600 per enrolled family member per year. Specific terms

and conditions governing the group benefit program are set forth in the master policy or policies governing the program.

Section 4: The Employer will provide all Part-time Firefighters with paid group term life insurance. The amount of the life insurance shall be \$25,000. The group term life insurance program becomes effective the first day of the month following completion of six months of employment.

In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group term life insurance program coverage shall terminate as of the date the quit, termination, or layoff occurs.

In the event that an employee is on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the leave of absence occurs; provided, however, that the group insurance program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required premiums.

Other specific terms and conditions governing the life insurance program are set forth in detail in the master policy or policies issued by the insurance carrier or carriers. The Employer reserves the right to select all life insurance carriers.

ARTICLE XII - SAFETY:

The City shall make reasonable provisions for the safety of the employees during the hours of their employment and shall provide all safety devices and equipment which the City may require employees to use during such working hours.

It shall be the responsibility of the employee to properly care for and see that all issued equipment is maintained in a state of readiness. Damage or wear, due to the neglect or improper care, will be the responsibility of the employee.

ARTICLE XIII - COMPENSATION:

Section 1: Compensation shall be on an annual basis for firefighting duty. If an employee is assigned to a particular duty shift for a continuing firefighting readiness in emergency or extenuating circumstances, or when an individual is assigned to an activity which is not specifically fire related, the firefighter shall receive compensation on an hourly basis equal to the hourly rate of a probationary full-time firefighter with a minimum of one (1) hour. This is not intended to include time at fires or fire related cleanup of equipment or routine fire investigations for cause or origin, unless the investigation extends past two (2) hours. A

firefighter assigned to fire investigation for a period of time after all other engaged firefighters have been dismissed from the site for extended periods of time shall be compensated as described above for those hours exceeding the two (2) hour minimum.

The annual compensation shall be divided into four equal payments, each payment to be made within the first two weeks of the month following the end of each calendar quarter.

Section 2: Annual Compensation

Effective July 1, 1995, throughout the life of this Agreement, Part-Time Firefighters shall be compensated according to the following plan:

A. Base Rate

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>4 Year</u>
1995	\$1,000	\$1,300	\$1,550	\$2,050
1996	\$1,000	\$1,350	\$1,600	\$2,100
1997	\$1,000	\$1,400	\$1,650	\$2,150

B. Skill Based Premiums

In addition, any firefighter who achieves Fire Officer certification shall receive an annual payment, payable on the same quarterly schedule as the base rate compensation, according to the following plan:

Fire Officer I	\$100
Fire Officer II	\$200
Fire Officer III	\$250

Firefighters shall be eligible for skill based premium compensation beginning with the regularly scheduled quarterly payment immediately following the quarter or any part of the quarter in which certification is issued.

C. Part-Time Captain Pay

Part-time Firefighter captains shall be compensated at the rate of an additional \$450 annually.

D. First Responder Pay

Part-time firefighters having completed requisite training and having obtained certification as a First Responder shall be compensated at the rate of an additional \$675 annually.

Section 3: Each Part-time Firefighter shall be paid a run

response maintenance allowance for each run actually responded to at the following per run rate:

<u>1995</u>	<u>1996</u>	<u>1997</u>
\$9.75	\$10.25	\$10.75

Payment will be made on the same payment plan basis as for annual compensation.

Section 4: Changes in job description may be made by the City when needs arise subject to advance notice to the Part-time Firefighter's Representative. Four (4) copies of a revised job description shall be given to the Part-time Firefighter's Representative prior to implementation.

Section 5: Employer shall compensate employee for tuition monies that are related to firefighting training which are approved by the Deputy Director of Public Safety. (Employees shall receive passing grade to receive said compensation.)

Section 6: Employer shall compensate Part-time Firefighters for attendance at departmentally required in-house training sessions at the rate of \$9.00 per 2 hour training session. Compensation for training session attendance shall be made to Part-time Firefighter on same payment plan basis as for annual compensation.

ARTICLE XIV - UNIFORMS:

City shall furnish coats, boots, helmets, and gloves to all Part-time Firefighters. In addition, First Responders shall be furnished with coveralls. Employer agrees to replace all items defined as uniforms when damaged, provided that replacement or reimbursement for damage beyond wear and tear incurred in the line of duty shall not be the responsibility of the City.

ARTICLE XV - TERMINATION AND MODIFICATION:

Section 1: This Memorandum of Understanding shall continue until June 30, 1994 and shall continue from year to year thereafter until amended by the parties hereto.

Section 2: If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to written notice of termination by either party one hundred twenty (120) days prior to the current year's termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

FOR THE VOLUNTEERS:

Michael R. Smith

Melvin Roach Jr.

James R. Ogden

Dated:

11/28/95

FOR THE EMPLOYER:

Donald N. Sowle

Donald N. Sowle
Mayor

Rick J. Sanborn

Rick J. Sanborn
City Clerk

LETTER OF AGREEMENT
City of Mt. Pleasant
and
Mt. Pleasant Part-time Firefighters

SUBJECT: Response Rate - Group


During the course of discussions leading to the agreement between the City and the Part-time Firefighters, covering the period of July 1990 through July 1994, concerns were expressed on both sides on determining an appropriate method to guarantee response rates.

As part of the negotiated arrangement, minimum response rates for individual Part-time Firefighters were set at 30% in the agreement. To assure the City that such a response would not jeopardize the safety of residents of the City of Mt. Pleasant nor inhibit the Department's ability to adequately fight fires, the Part-time Firefighters, through issuance of this letter, are committed to maintaining a 50% minimum response as a group during any given 90 day period.

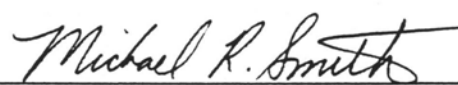
In the event that the total group's response rate falls below the 50% threshold, the City and the Part-time Firefighters agree to meet and consider options and alternatives relative to this issue alone.

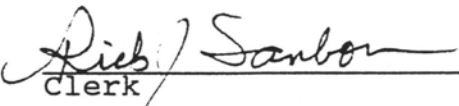
City of Mt. Pleasant

Part-time Firefighters
Negotiating Committee
Members



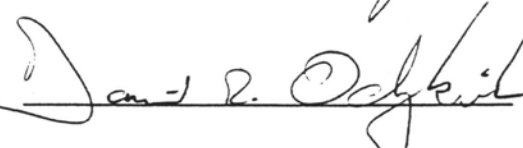
Mayor





Clerk





LETTER OF UNDERSTANDING
CITY OF MT. PLEASANT
AND THE
Part-time Firefighters

SUBJECTS: Part-time Retirement Service Credit For Full-Time Firefighters
City Group Health Insurance Eligibility For Retirees

At its April 5, 1982, meeting the City Commission approved the following in calculating retirement service credit that a full-time firefighter gained for time worked as a Part-time.

A. Service Credits - Years:

Time as Part-time x rate (percentage) of response to alarms =
months of service credit (equivalent full-time)

B. Cost to purchase service credit:

Beginning salary as full-time firefighter x current contract rate x years of service credit = employee's contribution

The full-time firefighter has three months from the time of employment to pay into the Act 345 retirement fund. A maximum of six (6) years of Part-time service credits can be granted.

Volunteers who retire qualifying for pension through the Michigan Employees Retirement System (MERS) may at their choice be covered by the City's Group Health Insurance.

The retiree is responsible to pay 100% of the cost to the City on a monthly basis in advance.

MOUNT PLEASANT Part-time Firefighters:

Michael R. Smith
Robin Koehn
David R. Odybil

CITY OF MOUNT PLEASANT:

Donald N. Sowle
Donald N. Sowle, Mayor
Rick J. Sanborn
Rick J. Sanborn, Clerk

Date: 11/28/95