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5 **AGREEMENT**
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11 **between**
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17 **CITY OF MT. PLEASANT**
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22 **and**
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29 **MOUNT PLEASANT ASSOCIATION OF FIRE FIGHTERS**
30 **LOCAL NO. 001 OF THE**
31 **FIRE FIGHTERS ASSOCIATION OF MICHIGAN**
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37 **Effective: January 1, 2009 - December 31, 2013**

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1 **AGREEMENT**

2
3 THIS AGREEMENT, effective the 1st day of January, 2009, between the CITY OF
4 MOUNT PLEASANT, hereinafter referred to as the "Employer", and the MOUNT
5 PLEASANT ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 001 of the Fire
6 Fighters Association of Michigan, hereinafter referred to as the "Union".

7 (NOTE: The headings used in this Agreement and exhibits neither add to nor
8 subtract from the meaning, but are for reference only.)

9 **PURPOSE AND INTENT**

10 The general purpose of this Agreement is to set forth terms and conditions of
11 employment and to promote orderly, cooperative and respectful labor relations.

12 The City of Mt. Pleasant is a forward-thinking organization which, in adopting a
13 culture of organization development, seeks to continuously improve its work
14 processes through the use of team concepts. Such a proactive philosophy is possible
15 only by encouraging and supporting trained and educated personnel in decision-
16 making and problem-solving processes.

17 The primary objective of the Union and the Employer, working as equal partners, is
18 to provide the best level of service to the citizens who live in and visit our community.

19 To these ends, the Union and the City are committed to using this Agreement to
20 create a healthy organization, a beneficial working climate, and the continued
21 attraction and retention of highly qualified personnel who shall ensure a high
22 standard of service excellence.

23 **ARTICLE 1**
24 **RECOGNITION**

25 Section 1. Employees Covered. Pursuant to and in accordance with all applicable
26 provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does
27 hereby recognize the Union as the exclusive representative for the purpose of
28 collective bargaining in respect to rates of pay, wages, hours of employment and
29 other conditions of employment for the term of this Agreement of all employees of
30 the Employer included in the bargaining unit described below:

31
32 Regular full time employees of the Fire Department including Fire
33 Fighters, Fire Equipment Operators, Fire Sergeants, Lieutenant and
34 Captain/Fire Marshal.

35 Section 2. Employees Excluded From Coverage. The Fire Chief and employees in
36 the Fire Department who are employed to do a specific, seasonal, or temporary job,

1 or are in job positions which are funded pursuant to applicable State and/or Federal
2 programs are not covered by the terms of this Agreement.
3

4 **ARTICLE 2**
5 **AID TO OTHER UNIONS**

6 The Employer will not aid, promote or finance any labor group or organization which
7 purports to engage in collective bargaining or make any agreement with any such
8 group or organization for the purpose of undermining the Union.
9

10 **ARTICLE 3**
11 **UNION SECURITY**

12 It shall be a continuing condition of employment that all employees shall either (1)
13 maintain Union membership and pay the Union's dues, fees, and assessments,
14 including executing an "Authorization for Check-off" form, or (2) shall alternatively pay
15 an agency service fee in an amount equivalent to the Union's dues, fees, and
16 assessments, as permitted by law. Employees who fail to comply with this
17 requirement within thirty (30) days following notice of non-compliance (provided by
18 the Union to the employee and to the City) shall be immediately discharged by the
19 City.

20 **ARTICLE 4**
21 **UNION DUES**

22 Section 1. During the term of this Agreement the Employer will, upon receipt of the
23 "Authorization for Check-off" form from an employee, deduct from an employee one
24 half of the Union dues, initiation fees levied by the Mt. Pleasant Association of Fire
25 Fighters, Local 001 F.A.O.M. in accordance with the constitution and bylaws of the
26 Union from the pay of each employee twice each month.

27 Section 2. Deductions from the first two pay periods of any calendar month shall be
28 remitted to the designated financial officer of the Local as soon as possible after the
29 pay date. Such financial officer shall be designated by written notice from the Local
30 President.

31 Section 3. In the case of employees rehired, or returning to work after layoff or leave
32 of absence, or transferred back into the bargaining unit, who have properly re-
33 executed the "Authorization for Check-off" form, deductions will be made as provided
34 herein.

35 Section 4. Any employee whose service is broken by death, or quits, is discharged or
36 laid off, or who is transferred outside the bargaining unit, shall cease to be subject to

1 check-off deductions beginning with the full pay period immediately following the date
2 in which such death, quit, discharge, layoff, or transfer occurred.

3 Section 5. The Employer shall not be liable to the Union by reason of the
4 requirements of this Section of the Agreement for the remittance or payment of any
5 sum other than that constituting actual deductions made from employee wages and
6 the Union agrees to hold the Employer harmless for any and all claims arising out of
7 its agreement to deduct dues and initiation fees or service fees.

8 **ARTICLE 5**
9 **DISPUTES CONCERNING MEMBERSHIP**

10 Any dispute arising as to an employee's membership in the Union shall be reviewed
11 by the designated representative of the Employer and a representative of the Local
12 Union, and if not resolved may be decided at any necessary, subsequent step of the
13 grievance procedure.
14

15 **ARTICLE 6**
16 **REPRESENTATION**

17 Section 1. The Employer agrees to recognize a Union negotiating committee
18 selected by members of the Union, each of whom shall be a seniority employee
19 working for the Employer. The number of committee members shall be agreed upon
20 by the Union and the Employer, and the names shall be submitted to the Employer,
21 in writing, prior to commencement of negotiations. This committee shall be the
22 representative of the Union for negotiating with the Employer and for adjustment of
23 grievances, and may include a F.A.O.M. representative.

24 Section 2. The Employer agrees to designate a Negotiating Committee to bargain
25 collectively with the Union relative to grievances and to changes and amendments to
26 this Agreement. The number of committee members shall be agreed upon by the
27 Union and the Employer, and the names shall be submitted to the Union, in writing,
28 prior to commencement of negotiations.

29 **ARTICLE 7**
30 **DISCIPLINARY ACTION**

31 Section 1. An employee who is removed from the employee's work for an interview
32 concerning disciplinary action that may be entered on the employee's employment
33 record may if the employee so desires request the presence of a Steward or other
34 Union representative to represent the employee during such an interview.

35 Section 2. Before an employee is disciplined by suspension or discharge, the
36 employee's steward (or another employee in the bargaining unit) shall be advised

1 prior to the effective date thereof. If requested, written notification setting forth the
2 reasons for the disciplinary action will be provided to the employee's steward (or
3 another employee in the bargaining unit) within a reasonable time following the
4 occurrence of the disciplinary action, excluding Saturday, Sunday and holidays
5 recognized under this Agreement. A grievance arising from a disciplinary suspension
6 or discharge shall be filed within fourteen (14) calendar days following notice of the
7 disciplinary action and both Employer and Union agree to expedite the processing of
8 such a grievance.

9 Section 3. An employee shall be advised in writing of any reprimand entered in the
10 employee's employment record within four (4) calendar days following issuance of
11 such reprimand, and a copy shall be provided the employee's Steward.

12 **ARTICLE 8** 13 **GRIEVANCE PROCEDURE**

14 Section 1. General. All references to calendar days excludes Saturdays, Sundays,
15 and holidays. All grievances shall be filed in writing, dated and signed by the
16 employee involved in the grievance.
17

18 Any grievance not advanced by the Union to the next higher level within the time
19 limits provided shall be considered settled without precedent. If the time limit is not
20 followed by the Employer, the grievance shall be automatically advanced to the next
21 step of the grievance procedure until it reaches the arbitration step of the grievance
22 procedure.

23 The City agrees to pay Union representatives at their regular straight time rate for
24 investigating a grievance whether or not it has already been submitted into the
25 grievance procedure, or for discussing such a grievance with the City's
26 representative(s). To be eligible for the foregoing such a Union representative must
27 be on duty and available to respond to emergencies.

28 In no event shall any Union representative leave his/her work for grievance purposes
29 above without first notifying and obtaining the approval of his/her immediate
30 supervisor. This approval must be granted as promptly as it is practicable under the
31 circumstances.

32 Time limits may be extended, if mutually agreed upon by both parties.

33 Section 2. Grievance Procedure. Special conferences for any matters, including
34 proposed grievances, may be arranged between the Local President and the City
35 Manager upon the request of either party. Special conferences shall be informally
36 arranged and the matters to be considered at such meeting shall be agreed to by the
37 parties. A special conference may be called at any time before, after, or during the
38 regularly scheduled working hours of the parties involved. Representatives of the
39 Union shall not lose time or pay spent in such special conferences if the conferences

1 are held during the working hours of a particular participant in the conference.
2 Conferences may be attended by others having a particular knowledge of the
3 problems to be discussed, if it is agreeable to both parties.
4

5 **Step 1.**

6 Oral Procedure – Fire Chief. In case any employee may have a grievance arising out
7 of the course of the employee’s employment, the matter shall first be taken up with
8 the Fire Chief by the aggrieved employee and/or the employee’s representative
9 within fourteen (14) calendar days after the grievance allegedly occurred. An oral
10 answer by the Fire Chief must be given within four (4) calendar days.

11 Written Procedure – Fire Chief. If no satisfactory resolution is reached with the Fire
12 Chief, the aggrieved employee or the employee’s representative may, within five (5)
13 calendar days, submit the grievance to the Fire Chief in writing and a written decision
14 shall be given to the employee and the employee’s representative within five (5)
15 calendar days.

16 **Step 2.**

17 Written Procedure – Director of Public Safety. If no satisfactory resolution is reached
18 at step 1, the aggrieved employee and/or the employee’s representative may, within
19 five (5) calendar days, following the response, submit the written grievance to the
20 Director of Public Safety. A written answer by the Director of Public Safety must be
21 given within four (4) calendar days.

22 **Step 3.**

23 Written Procedure – City Manager. If no satisfactory resolution is reached at Step 2,
24 the aggrieved employee or the employee’s representative may, within five (5)
25 calendar days, submit the matter to the City Manager in writing. Upon receipt of the
26 written grievance, the City Manager will schedule a hearing to be held within twenty-
27 one (21) calendar days. After the conference between both parties, the City Manager
28 will submit a written decision to the employee and/or the employee’s representative
29 within ten (10) calendar days.

30 **Step 4.**

31 Arbitration Request. If no satisfactory resolution is obtained from the City Manager,
32 the aggrieved employee and/or the employee’s representative may, within fifteen (15)
33 calendar days; after receipt of the City Manager’s written answer, advise the City
34 Manager that the assistance of an arbitrator be sought to resolve the grievance. The
35 Union shall promptly thereafter file the demand for arbitration with the American
36 Arbitration Association in accordance with the then applicable rules of the
37 association.

- 38 (a) The arbitrator shall have the authority and jurisdiction to determine the propriety of
39 the interpretation and/or application of the collective bargaining agreement respecting

1 the grievance in question, but he/she shall not have the power to add to, delete, alter
2 or modify the terms of this agreement. With respect to arbitration involving the
3 discipline or discharge of employees, the arbitrator shall determine if the discharge or
4 discipline was for just cause and he/she may review the penalty imposed and if the
5 arbitrator shall determine it to be inappropriate and/or unduly severe, he/she may
6 modify it accordingly.
7

- 8 (b) The expenses of the arbitrator, excepting the parties' own expenses, shall be borne
9 equally by the Union and the City.
10
11 (c) The award of the arbitrator shall be final and binding on the parties and affected
12 employees, providing the decision is in accordance with the standard arbitration as
13 determined by the federal courts or the courts of the State of Michigan.
14
15 (d) Only one grievance shall be presented to an arbitrator in any one hearing, unless the
16 parties mutually agree to combine grievances for the same arbitrator.
17
18 (e) The arbitrator shall be bound by the labor arbitration rules of the American Arbitration
19 Association.
20
21 (f) The arbitrator shall have the authority in cases concerning discharge, discipline,
22 and/or other matters, if he/she shall so determine, to order the payment of back
23 wages and compensation for an employee which the employee would otherwise
24 have received, including the fringe benefits (less compensation, earned elsewhere
25 during the period in question, which is attributable to the discharge, suspension or
26 layoff period and which would not have been earned otherwise). Back pay shall also
27 be reduced by any unemployment compensation, which is not repaid to the Michigan
28 Employment Security Commission.
29
30 (g) If a question of back pay is involved in a grievance arbitrated, the arbitrator may not
31 award back pay for a period prior to the date of submission of the grievance to the
32 City in writing or the date of the incident giving rise to the grievance, whichever
33 occurs earlier, providing the time limits of Section 1 have been met. If arbitration is
34 not so requested, the grievance shall be considered settled on the basis of the City's
35 last answer.

36 **ARTICLE 9**
37 **RIGHTS OF EMPLOYER**

38 Section 1. The Employer shall have the exclusive right to control and direct its
39 employees. This right shall include the right to hire, promote, layoff, transfer,
40 discipline, discharge, refuse to hire, set work schedules, make work assignments and
41 direct and control its operations, provided any decisions of the Employer are not
42 contrary or in violation of the provisions of this Agreement. Any violation shall be
43 subject to the grievance procedure. It is understood that the rights of the Employer
44 also include the right to effectively manage, control and administer the Employer's

1 operations in all respects and to determine the quantity, quality and delivery of
2 services offered, provided, however, that such rights shall not be exercised in
3 violation of any provisions of this Agreement.

4 Section 2. The Employer may institute training programs to improve skills, general
5 knowledge, or job safety. Employees shall be reimbursed for lost work time and all
6 reasonable expenses incurred in connection therewith.

7 **ARTICLE 10**
8 **FAIR EMPLOYMENT STANDARDS**

9 Section 1. There shall be no discrimination in upgrading, demoting or transferring, as
10 to race, creed, color, national origin, sex, political party or Union affiliation.

11 Section 2. Americans With Disabilities Act reasonable accommodation obligation.
12 Should the Employer need to change any contractually-established policy or practice
13 under this Agreement in order to comply with the provisions of state and federal law
14 regarding the employment of eligible individuals with certain handicaps or disabilities
15 and the duty to reasonably accommodate, the Employer will provide to the Union
16 notice of any change prior to implementation. The City and the Union at the written
17 request of either party further agree to meet to discuss such change and any impact
18 to that employee or to the Department in the process of complying with the
19 reasonable accommodation obligations under law.

20 The Union and the City recognize that, under state and federal law, the City has an
21 affirmative duty and ultimate responsibility to make reasonable accommodations with
22 respect to the employment of eligible individuals who have certain handicaps or
23 disabilities. Accordingly, the City shall be permitted to take all actions necessary to
24 comply with state and federal laws.

25 **ARTICLE 11**
26 **UNION RESPONSIBILITIES**

27 Section 1. There shall be no discrimination among employees by virtue of
28 participation or non-participation in Union affairs.

29 Section 2. The Union may schedule meetings on City property and City time insofar
30 as the meetings are not disruptive of prescribed duties and the emergency operation
31 of the Fire Department.

32 **ARTICLE 12**
33 **SENIORITY**

34 Section 1. Acquiring Seniority.

- 1 (a) Any employee hired in the bargaining unit shall be considered as probationary for the
2 first twelve (12) calendar months of their employment. During this period, a
3 probationary employee may be laid off or discharged by the Employer without regard
4 to this Agreement.
5
6 (b) When an employee satisfactorily completes the probationary period, the employee
7 shall be entered on the seniority list of the bargaining unit and shall rank for seniority
8 from the date the employee was hired as a regular, non-temporary employee. There
9 shall be no seniority among probationary employees.
10
11 (c) The Employer may extend the probationary period for an additional period of time,
12 but not to exceed an additional three (3) calendar months, provided that the Fire
13 Sergeants shall have an opportunity to offer input regarding any decisions to extend
14 or not to extend the probationary period. In the event the probationary period is
15 extended, the employee shall be notified in writing of the reasons of the extension.
16
17 (d) Seniority shall be cumulative so long as any layoff period does not exceed accrued
18 seniority at the time of layoff.
19
20 (e) The Union shall represent probationary employees for the purpose of collective
21 bargaining with respect to rate of pay, wages and hours of employment except
22 discharged and disciplined employees for other than Union activity.
23
24 (f) An employee on any type of paid leave, including worker's compensation, will
25 continue to accrue seniority while on leave.
26

27 Section 2. Seniority Lists. Seniority lists shall be provided in January and July to the
28 Union President for posting on the bulletin board.

29 Section 3. Loss of Seniority. Seniority shall be broken for the following reasons:

- 30 (a) If the employee quits.
31
32 (b) If the employee is discharged for just cause.
33
34 (c) If a non-forty (40) hour per week employee is absent one (1) duty day or a forty (40)
35 hour per week employee is absent two (2) duty days without properly notifying the
36 Employer, unless a satisfactory reason is given.
37
38 (d) If an employee fails to return to work within one (1) duty day after being notified to
39 report for work, and does not have a satisfactory reason.
40
41 (e) If an employee is laid off for a continuous period equal to the seniority the employee
42 had acquired at the time of layoff.
43
44 (f) If a non-forty (40) hour per week employee fails to return to work within two (2) duty
45 days or a non-forty hour per week employee fails to return to work with four (4) duty

1 days following a leave of absence or vacation, unless otherwise excused for a reason
2 satisfactory to the Employer.
3

4 Section 4. Layoff. In the event of a layoff, the determination as to which department
5 or departments shall be reduced in personnel will be made by the City Manager and
6 City Commission.

- 7 (a) The word "layoff" means a reduction in the working force due to a decrease in work or
8 a reallocation in appropriation of funds by the City Commission.
9
10 (b) An employee who is laid off may make arrangements for personal payments of
11 insurance premiums providing continuation of these benefits.
12
13 (c) If it becomes necessary for a layoff, probationary employees will be laid off first. If
14 there are no probationary employees, those with the least seniority will be laid off first.
15 Exceptions can be mutually agreed upon by the Union and the Employer. If no
16 agreement is reached, the layoff provision prevails.
17

18 Section 5. Recall Procedure.
19

- 20 (a) Employees covered by this Agreement will be recalled in accordance with their
21 seniority, with the most senior employee recalled first. They shall be placed on job
22 openings available, provided they are capable of performing the assigned work.
23
24 (b) When recalling an employee from layoff, the Employer shall notify the employee
25 fourteen (14) calendar days before resumption of duties by certified letter. An
26 employee is responsible for keeping the Employer informed of the employee's proper
27 address. The Employer's obligation is satisfied if the last known address given by the
28 employee is used. If the employee fails to report by the date declared for resumption
29 of duties, the employee will be terminated. Exceptions may be granted by the City
30 Manager and his/her decision cannot be grieved.
31

32 **ARTICLE 13**
33 **EDUCATIONAL BENEFITS**

34 Section 1. All seniority employees shall have equal opportunity to participate in an
35 educational benefit program developed by the Employer in accordance with the
36 following section.

1 (b) All promotional job classification vacancies occurring in the bargaining unit covered
2 by this agreement, which are to be intended to be filled by the Employer, shall be
3 posted on the bulletin board for at least eight (8) calendar days prior to close of the
4 application period. Any employee interested in such job promotions shall submit a
5 resume to the Employer via the Human Resource Office.
6

7 (c) The Employer shall meet and gather input from the Union prior to any promotional
8 process regarding expectations, skills, and qualities required of a successful
9 candidate as well as the tools to be used during the process. The process may
10 include but is not limited to the following components:
11

- 12 (i) Written instrument(s)
- 13 (ii) Interview/oral assessments
- 14 (iii) Peer review and input
- 15 (iv) Assessment center
- 16 (v) Psychological testing or review
17

18 (d) All seniority members of the Department may apply for the promotional vacancies,
19 but in order to be considered for the promotional position, must meet the minimum
20 requirements, or have an equivalent combination of formal education and experience
21 as outlined in the job description for that position.
22

23 (e) The Employer may in its discretion elect to fill any vacant positions from sources
24 outside the Fire Department in the following situation (1) no employees submit an
25 application for the promotional position; (2) employees who submit an application are
26 not qualified to perform the duties and responsibilities required in the promotional
27 position.
28

29 (f) The final decision as to the most qualified candidate shall be made by the Fire Chief.
30 In the event that two seniority applicants have essentially the same skills and
31 qualifications for the position, the one with the most seniority shall be selected for the
32 position.
33

34 Section 2. When an employee is promoted to an advanced position, the following
35 parameters exist.

36 (a) In all instances, the employee has a ninety (90) day trial period to demonstrate
37 his/her ability to perform the work, during which time the Employer cannot return the
38 employee to his/her previous position.
39

40 (b) At any time during the ninety (90) day trial period, the employee may elect to return
41 to his/her previous position.
42

43 (c) Following the ninety (90) day trial period, the Employer may elect to permanently
44 classify the employee in the new position.
45

1 (d) If the employee is unsatisfactory in the new position, the Employer may return the
2 employee to their former position at any time following the initial ninety (90) day trial
3 period, up to a maximum of two hundred and seventy (270) days. Seniority will not be
4 lost, and the employee will be advised in writing of the reasons for the transfer.
5

6 (e) During the two hundred and seventy (270) day trial period, the employee will be
7 provided with periodic written performance evaluations, at least one of which shall
8 occur within the first sixty (60) days, and a copy will be placed in his/her personnel
9 file.
10

11 Section 3. In the event the applicant is denied the promotion, the employee shall be
12 advised in writing the reasons for denial.
13

14 Section 4. Transfer to Non - Bargaining Unit Position. An employee who applies for
15 and is transferred into a non-bargaining unit position with the Employer shall retain
16 the employee's seniority but shall not accumulate any additional seniority during the
17 time that the employee holds the non-bargaining unit position, up to a maximum of
18 one hundred eighty (180) calendar days. Upon expiration of the one hundred eighty
19 (180) calendar day period, the employee's seniority in the bargaining unit shall be
20 lost. The Employer shall in its sole discretion determine the wages, hours and
21 conditions of employment for non-bargaining unit employees, including whether such
22 employees may be terminated or returned back into the bargaining unit. In the event
23 that an employee is returned to the bargaining unit prior to expiration of the one
24 hundred eighty (180) calendar day's period of time, the employee's seniority shall
25 recommence.
26

27 If an employee is transferred from one bargaining unit recognized by the Employer to
28 the Fire Department bargaining unit under this Agreement, the employee's length of
29 service with the Employer shall be recognized for the purpose of benefits provided for
30 in this Agreement, except for pay, promotion, layoff and any other benefits or terms
31 for which the employee may by State or Federal law be ineligible. Effective on the
32 date of the transfer, the employee shall enter into the probationary period set forth
33 under this Agreement and shall acquire seniority in the Fire Department bargaining
34 unit as provided for other employees under the provisions of this Agreement.
35

36 **ARTICLE 15**
37 **WORKING HOURS**

38 Section 1. Working Hours - All Non-Forty (40) Hour Per Week Employees. A duty
39 day for all employees working a shift other than forty hours per week shall consist of
40 twenty-four (24) hours. The start time of the day shall be set at 8:00 a.m. unless
41 changed by mutual agreement of the Employer and the Union.
42

43 The normal work period shall consist of nineteen (19) consecutive days. The normal
44 tour of duty within that work period shall consist of one hundred and forty-four (144)

1 hours of work. The paid day off designed to meet the one hundred and forty four
2 (144) hours within a nineteen (19) day cycle shall not be scheduled in a way that
3 causes overtime without prior approval of the Fire Chief.
4

5 Subject to department manpower requirements, employees shall be permitted to
6 voluntary trade work or leave days; provided, however, that permission in advance
7 has been received from the Fire Chief or his/her designee. For purposes of
8 determining hours worked, all authorized paid leave shall be considered as time
9 worked for the purposes of totaling an employee's number of scheduled duty days
10 over the course of the calendar year. Employees shall work a reasonable amount of
11 overtime when so directed by the Employer.

12 Section 2. Shift Assignment - Fire Fighters. Any time there are fewer than a total of
13 three (3) full-time Fire Fighters employed, the Fire Chief, after discussion with the
14 Union President, has the option of changing the Fire Fighters' shift assignment as
15 referenced in Section 1. above.

16 Section 3. Working Hours - All Forty (40) Hour Per Week Employees. For employees
17 working a forty (40) hour, five (5) day per week schedule, the normal duty day shall
18 consist of a minimum of eight (8) hours of work, generally beginning at 7:30 a.m. and
19 ending at 3:30 p.m. with a thirty (30) minute paid lunch. Work hours may be adjusted
20 by mutual agreement of the affected employee and the Fire Chief. Employees may
21 choose to work flex hours as offered by the City and shall abide by the City's flex hour
22 guidelines.

23 The established work period shall be fourteen (14) consecutive days. The normal
24 pay period consists of eighty (80) hours of work, normally beginning on Mondays and
25 ending on Fridays.

26 Section 4. Working Hours - All New Hires Not Assigned To Shift. During the initial
27 administrative training period, the working hours of all new hires, including the starting
28 and ending times of the duty day, shall be mutually agreed to by the Chief and the
29 field training Sergeant. The work schedule will generally consist of 40 hours per
30 week; (five, eight-hour duty days) paid at the prescribed hourly rate of pay in Article
31 29, Section 1, and cannot extend beyond the first two (2) weeks of employment
32 unless mutually agreed to by the Chief and the Union President. This revised shift
33 schedule will not decrease the accrual of benefit time. Other shift changes will be
34 allowed until the field training program is complete.

35 Section 5. Shift Jump. The lowest seniority person(s) from each shift may be utilized
36 as a jump person to provide necessary shift coverage for another employee for the
37 following reasons:

- 38 (a) Due to extended illness or injury.
39
40 (b) To cover for benefit time off equaling twelve (12) or more hours.
41

1 (c) To cover for schools and/or training equaling eight (8) or more hours.
2

3 The following course of action shall be utilized for shift jump coverage: The lowest
4 seniority person from a shift shall be offered the shift jump. If in the event the lowest
5 seniority person has a conflict concerning the jump, he/she will be responsible for
6 finding an available person to accept the jump. In the event that the jump is not filled,
7 the lowest seniority person shall jump or the Chief may choose to cover the shift with
8 overtime. The following rules shall apply when utilizing a jump person:
9

10 It is encouraged that this option is used sparingly and time off is worked out within
11 the shift as much as possible to minimize the need to jump anyone.
12

13 FLSA designated day off periods should be avoided, if at all possible, when utilizing a
14 jump person.

15 Forty-eight (48) hours of advance notice shall be given to the employee for jump
16 situations.

17 **ARTICLE 16**
18 **SPECIAL ASSIGNMENTS**

19 Special Assignments, special teams, and related staffing levels are at the sole
20 discretion of the Employer. Appointment to special teams or special duty
21 assignments shall be in accordance with this Article. Special assignments shall refer
22 to duties outside of regular job descriptions. Examples include: Fire Investigator,
23 Hazmat Team Member, Technical Rescue Team Member, and EST Member. The
24 Department Head shall post all special assignment openings and/or vacancies to
25 Union members first. The assignment shall be posted for a minimum of fourteen (14)
26 calendar days. Any Union employee interested in such special assignments shall
27 submit a letter of interest to the Fire Chief or his/her designee. The Employer may
28 develop written, oral, and/or practice tests, which may be used in the selection
29 process. Final selection will be made by the Fire Chief.
30

31 **ARTICLE 17**
32 **OVERTIME**

33 Section 1. Rounding of Overtime. For purposes of payment, overtime and double
34 time hours worked shall be rounded as follows:

35 (a) Sixteen (16) or more minutes past the hour will be rounded up to the half hour.

36 (b) Forty-six (46) or more minutes past the hour will be rounded up to the next hour.

37 Section 2. Overtime Work Pay - All Non-Forty (40) Hour Per Week Employees. In
38 situations where the number of hours actually worked exceeds one hundred and

1 forty-four (144) hours within a nineteen (19) day work period tour of duty, then time
2 and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for
3 all hours actually worked beyond the one hundred and forty four (144) hours. Time
4 and one-half (1-1/2) shall be paid for all hours actually worked over twenty-four (24)
5 consecutive hours.

6 Section 3. Overtime Work Pay - All Forty (40) Hour Per Week Employees. In
7 situations where the number of hours actually worked exceeds eight (8) hours within
8 a normal duty day, then time and one-half (1-1/2) the employee's straight time
9 regular rate of pay shall be paid for all hours actually worked beyond the eight (8)
10 hours. In the event an employee's regular work schedule is adjusted by mutual
11 agreement of the affected employee and the Fire Chief, overtime pay, as described
12 above, applies to all authorized work hours occurring before and/or after the agreed
13 upon work schedule.

14 Section 4. Overtime Work Pay - All New Hires Not Assigned To Shift. In situations
15 where the number of hours actually worked for a new hire not assigned to a shift
16 exceeds the number of hours established for the new hire's duty day, generally eight
17 (8), then time and one-half (1-1/2) the employee's straight time regular rate of pay
18 shall be paid for all hours actually worked beyond the number of hours established
19 for the new hire's duty day. Following assignment to a shift, the overtime provisions
20 of Section 1 of this Article shall apply.

21 Section 5. Training and Other Meetings.

22
23 (a) Attendance at departmental training or required or requested meetings outside of the
24 regularly scheduled duty day not contiguous to the current shift shall be paid at the
25 rate of time and one-half (1-1/2) for a minimum of two (2) hours or the number of
26 hours actually worked, whichever is greater.

27 (b) Out-of-Town, Four (4) or Five (5) Day Training Programs Attended by Non-Forty (40)
28 Hour Per Week Employees.

29 (i) A non-forty (40) hour per week employee attending training on a
30 regularly scheduled duty day will be compensated for twelve (12) hours
31 of work at straight time pay and will use twelve (12) hours of his/her
32 benefit time for the remainder of the duty day unless the employee
33 returns to work for the remainder of the shift.

34
35 (ii) A non-forty (40) hour per week employee attending training on a
36 scheduled day off will be compensated at one and one-half (1-1/2)
37 his/her regular hourly rate of pay for the actual number of class time
38 hours attended.

39
40 Section 6. Compensatory Time. In lieu of payment of overtime, each employee shall
41 have the option of accruing compensatory time. Each forty (40) hour per week
42 employee may accumulate a maximum of one hundred and twenty (120) hours of

1 compensatory time and each non-forty (40) hour per week employee may
2 accumulate a maximum of one hundred and ninety two (192) hours. If the
3 accumulated balance exceeds the maximum, the employee will have the next pay
4 period to use the excess hours. If not used, the excess hours will be paid on the next
5 paycheck.

6
7 The accumulated hours will appear on the employee's pay stub, which will be the
8 official record. Any discrepancies must be reported to payroll within thirty (30) days or
9 the payroll records will not be changed.

10 Any use of compensatory time hours must be approved in advance by the Fire Chief
11 or his/her designee.

12 At promotion to a forty (40) hour per week classification from a non-forty (40) hour
13 per week classification, accumulated hours in excess of one hundred and twenty
14 (120) will be retained for use, but no additional hours may be added to the bank until
15 the bank is below one hundred and twenty (120) hour maximum. Once the
16 employee's compensatory bank falls below the maximum, all other provisions of the
17 Article apply. Compensatory hours are earned at the rate of one and one-half (1-1/2)
18 hours for each overtime hour worked or at a rate of two (2) hours for each double
19 time hour.

20 Section 7. Employees may be required to work at straight time three (3) duty days in
21 one calendar week which is balanced off in the shift scheduled by assignment to less
22 than three (3) duty days in other calendar weeks.

23 Section 8. If the duty day schedule is changed with less than twenty four (24) hours
24 notice, the employee shall be compensated at the overtime rate for the full duty day.

25 Section 9. There shall be no duplication or pyramiding of overtime hours or pay or
26 premium pay under any Section of this Agreement. This prohibition on duplication or
27 pyramiding shall be interpreted to mean that to the extent that hours are
28 compensated for at an overtime pay rate or premium rate under one provision of this
29 Agreement, such hours shall not be counted as hours worked in determining
30 overtime pay rates or premium rates under the same provision or any other provision
31 of this Agreement.

32 **ARTICLE 18**
33 **EQUALIZATION OF HOURS**

34 Extra work during periods of overtime operation should be equalized among
35 occupational group employees as far as practicable. Information concerning
36 equalization of hours shall be maintained by the Union and is available upon request.

1 **ARTICLE 19**
2 **CALL BACK PAY**

3 An employee called back to work outside of regular hours in accordance with
4 departmental policy shall be paid at a minimum of two (2) hours pay at one and one
5 half (1-1/2) times the employee's regular rate of pay. If the time actually worked
6 exceeds one hour and thirty minutes, the employee shall be paid at the double-time
7 rate for time actually worked. (Refer to Article 17, Section 1 for rounding of
8 overtime.)

9 **ARTICLE 20**
10 **HOLIDAYS**

11 Section 1. The following calendar days shall be deemed holidays for the purpose of
12 this Agreement: New Year's Day, President's Day, Memorial Day, Fourth of July,
13 Labor Day, Thanksgiving Day and the day following, the day before Christmas and
14 Christmas Day, and noon to midnight (1/2 duty day) Good Friday.

15 Section 2. An employee shall be paid at the rate of one and one-half (1-1/2) times
16 the employee's regular hourly rate for hours actually worked on Easter Sunday.

17 Section 3. Within limits set by an adequate work force, employees shall be entitled
18 to a combination of paid one-half duty days (12 hours) for non-forty (40) hour per
19 week employees and full duty days (8 hours) for forty (40) hour per week employees
20 or compensatory time off at straight time regular rates as payment for calendar
21 holidays set forth in Section 1 of this Article, provided the employee has worked the
22 employee's last scheduled work day prior to the holiday and the employee's next
23 scheduled work day after such holiday unless on authorized sick, vacation, holiday,
24 personal leave, or compensatory time.

25 The minimum time periods that may be taken by an eligible employee for holiday
26 leave are in hourly increments.

27 An employee who works on a calendar holiday as part of that employee's regularly
28 scheduled shift shall be compensated at the employee's overtime rate of time and
29 one-half (1-1/2) for actual hours worked. An employee who works overtime hours on
30 a calendar holiday or who is called in to work on a calendar holiday on a regularly
31 scheduled day off (excluding the call back provision) shall be compensated at double
32 time the employee's regular rate for actual hours worked. An employee who is called
33 back to work on a holiday shall be paid in accordance to Article 19, Call Back Pay.

34 If a voluntary trade day occurs on a holiday, the scheduled employee will receive the
35 premium holiday pay indicated above.

1 For purposes of this Section, a calendar holiday shall extend from 8:00 a.m. on the
2 holiday to 8:00 a.m. on the following day, except Good Friday shall extend from
3 12:00 noon to 12:00 midnight.

4 Section 4. All Forty (40) Hour Per Week Employees. When one of the above
5 holidays falls on a Saturday, eligible employees shall be given the appropriate day(s)
6 off preceding the holiday. When one of the above holidays falls on Sunday and the
7 day following is observed by the State or the Federal Government as a holiday,
8 eligible employees shall be given the appropriate day(s) off for the day so observed.

9 Section 5. All Non-Forty (40) Hour Per Week Employees. Recognized holidays
10 which occur on Saturday or Sunday will be considered and observed on those
11 calendar days for such employees.

12 Section 6. Payment for Unused Holidays. Only those employees working a non-forty
13 (40) hour per week schedule are eligible to receive payment for unused holidays.
14 For purposes of calculating year-end payment to employees for unused holiday time,
15 the year end payment shall not exceed a maximum payment of ninety six (96) hours.
16 Payment shall be made by the first non-payroll week in December.

17 For three years prior to an employee's retirement eligibility date, an employee's year
18 end maximum payment shall not exceed one hundred and twenty (120) hours. A
19 waiver of the three-year provision may be granted in extenuating circumstances upon
20 application to and approval from the City Manager. Decisions by the City Manager
21 are non-precedent setting and non-grievable.

22 In the event of termination, retirement, or death, an employee or the employee's
23 estate shall be compensated for any unused holiday time for holidays occurring
24 through the date of termination, retirement, or death.

25 Any holiday time paid in advance of the occurrence of the actual holiday(s) shall be
26 deducted from the final paycheck of any terminating, retiring, or deceased, employee
27 as reimbursement to the City for time paid but not earned.

28 ARTICLE 21 29 VACATIONS

30 Section 1. Employees shall be eligible for vacation leave as provided below.
31 Vacation shall accrue to a maximum of thirty (30) days (three hundred and sixty [360]
32 hours for non-forty [40] hour per week employees and two hundred and forty [240]
33 hours for forty [40] hour per week employees). Employees who earn twenty five (25)
34 days each year may accrue thirty five (35) days (four hundred and twenty [420] hours
35 for non-forty [40] hour per week employees and two hundred and eighty [280] hours
36 for forty [40] hour per week employees) as of each December 31 on prorated basis
37 from month to month. A probationary employee who does not successfully complete

1 his/her probationary period will have the value of any vacation time used deducted
2 from his/her final paycheck as reimbursement to the city for time used.

3 (a) Forty (40) hours per week employees

4	<u>Years of Employment</u>	<u>Earned</u>
5	1 year through 6 years	80 hours per year
6	7 years through 12 years	120 hours per year
7	13 years through 20 years	160 hours per year
8	21 years and more	200 hours per year

9 (b) Non-Forty (40) hours per week employees

10	<u>Years of Employment</u>	<u>Earned</u>
11		
12		
13	1 year through 6 years	120 hours per year
14	7 years through 12 years	180 hours per year
15	13 years through 20 years	240 hours per year
16	21 years and more	300 hours per year

17
18 The exact timing of vacations will be subject to approval of the Department Head in
19 order that sufficient personnel will be on hand at all times for departmental duties.
20 Employees are asked to notify the Fire Chief or his/her designee of the proposed
21 vacation periods as far in advance as possible. Where a conflict develops between
22 requested vacation periods and an adequate departmental work force, seniority shall
23 be the determining factor as to which employee may exercise preference in choosing
24 a desired vacation period, provided the request is made at least ninety (90) calendar
25 days in advance of the desired vacation periods.

26 Section 2. The minimum time periods that may be taken by an employee for
27 vacation leave are (1) hour increments.

28 Section 3. Vacation pay shall be computed at the employee's straight time hourly
29 rate, exclusive of shift or other premiums, received by the employee prior to the time
30 the vacation is taken.

31 Section 4. No employee shall be absent on vacation leave more than thirty (30)
32 consecutive calendar days without prior approval of the City Manager.

33 Section 5. Upon voluntary separation of any employee from the service of the City
34 other than by leave of absence, the employee shall be paid at the time of separation
35 for the unused portion of the employee's accumulated annual leave earned, provided
36 the employee shall have given two (2) weeks written notice prior to separation.

37

1 **ARTICLE 22**
2 **SICK LEAVE**

3 Section 1. An employee is required to notify the Fire Chief or his/her designee as
4 soon as the employee knows that absence from work will be necessary. Except in
5 emergency circumstances beyond the control of an employee, an employee must at
6 a minimum notify the Fire Chief or his/her designee of absence from work at least
7 one (1) hour in advance of the employee's regularly scheduled starting time.

8 Failure to so notify prior to the minimum one (1) hour provided in this Section shall
9 mean that an employee is not entitled to paid sick days except in emergency
10 circumstances beyond the control of the employee. An employee who does notify in
11 accordance with the requirements of this Section shall be entitled to sick leave and
12 the use of paid sick days, provided the employee is otherwise eligible under the
13 provisions of this Agreement. It is expressly understood and agreed that the
14 minimum notification requirement set forth in this Section shall not eliminate the
15 general rule that an employee is required to notify as soon as the employee knows
16 that absence from work will be necessary. Unless other arrangements are made with
17 the Fire Chief, the notification required in this Section shall be given prior to the
18 beginning of each scheduled shift. Every sick leave in excess of seven (7) calendar
19 days must be supported by a doctor's statement. Every employee returning from
20 sick leave after being under a doctor's care shall submit the written approval of the
21 doctor to return to work prior to performing the employee's duties. Paid sick duty
22 days for eligible employees may be used in hourly increments of one (1) hour or
23 more and any fraction of an hour will be charged as a full hour.

24 Section 2. A full time non-forty (40) hour per week employee shall accumulate
25 twelve (12) hours of sick leave with pay for each month in which the employee works
26 one hundred and eighty (180) hours. All forty (40) hour per week employees shall
27 accumulate eight (8) hours of sick leave with pay for each month in which the
28 employee works one hundred and twenty (120) hours. Probationary employees may
29 use accumulated sick leave; however, a probationary employee who does not
30 successfully complete his/her probationary period will have the value of any sick
31 leave taken deducted from the final paycheck as reimbursement to the city.

32 Section 3. The accumulation of sick leave is limited to twenty four hundred (2400)
33 hours of sick leave for non-forty hour per week employees and sixteen hundred
34 (1600) hours for forty (40) hour per week employees.

35 Section 4. In situations where an employee experiences a non-job related accident
36 or illness the employee may elect to use any earned but unused paid benefit time for
37 which the employee may be entitled in the amounts and order desired by the
38 employee.

39 In situations where a full time employee experiences a job related illness or injury
40 which is covered by worker's compensation benefits, the employee may request in
41 writing the prorated use of any earned but unused paid benefit time for which the

1 employee may be entitled in order to make up the difference between the worker's
2 compensation benefits received and the employee's regular net pay. If the use of
3 such accrued benefit time is requested, the employee may use any earned but
4 unused paid benefit time for which the employee may be entitled in the amounts and
5 order desired by the employee. In an accrued benefit time "buy back" situation
6 involving an employee's worker's compensation benefits, the buy back shall be
7 applied in the amounts and order requested by the employee. Such "buy back"
8 requests shall be in writing submitted to the Payroll Department.

9 Section 5. In the event of death or retirement, an employee or the employee's estate
10 shall be compensated for one-half (1/2) the employee's accumulated sick leave up to
11 seventy five (75) days (nine hundred [900] hours for non-forty [40] hour per week
12 employees and six hundred [600] hours for forty [40] hour per week employees).
13 Payment shall be based upon the employee's rate of pay at the time the employee's
14 employment ceased.

15 Section 6. In the event an employee's record shows a pattern of using sick days by
16 one day absences or for the purpose of extending off days, the employee shall be
17 required to provide satisfactory medical evidence before receiving pay for such days
18 as sick days.

19 Section 7. Pay for all time granted under the sick leave provisions of this Agreement
20 shall be at the employee's straight time rate not to include shift or overtime premiums.

21 Section 8. Sick leave shall be allowed in the event of an illness in the employee's
22 immediate household or family subject to the approval of the department head.
23 Immediate family shall be defined as spouse, child, parent, parent of current spouse,
24 sister, brother, grandparent, or any step family member in any of the categories
25 identified previously.

26 Section 9. After a previous written reprimand, conclusive evidence that an employee
27 is misusing sick leave shall be grounds for dismissal.

28 Section 10. An employee accepting employment or being self-employed while
29 receiving paid sick leave and/or worker's compensation benefits will be discharged,
30 unless the employee has a history of performing such work prior to the leave, the
31 number of hours performing the work is not increased, and the nature of the work will
32 not negatively impact the employee's ability to return to work in a timely manner.

33 ARTICLE 23 34 OTHER LEAVES OF ABSENCE

35 Section 1. General Conditions.

- 36 (a) An employee must be a regular full time employee with one hundred and eighty (180)
37 calendar days of service in order to be eligible for any type of leave of absence.

- 1 (b) An employee giving false information to obtain a leave of absence shall be
2 discharged.
3
- 4 (c) An employee on a leave of absence shall be subject to layoff in accordance with the
5 provisions of this Agreement and shall be notified by the Employer by certified mail
6 addressed to the last known address of the employee.
7
- 8 (d) A non-forty (40) hour per week employee who fails to report for work within two (2)
9 duty days (48 hours) after the expiration of a leave shall be considered as a voluntary
10 quit unless a satisfactory reason is given. A forty (40) hour per week employee who
11 fails to report to work within four (4) duty days (32 hours) after the expiration of a
12 leave shall be considered as a voluntary quit unless a satisfactory reason is given.
13
- 14 (e) An employee on leave of absence may make arrangements for payment of all
15 insurance benefits.
16

17 Section 2. Personal Reasons.

- 18 (a) A leave of absence without pay may be granted to seniority employees for personal
19 reasons, not to exceed thirty (30) calendar days. Such leaves shall be subject to the
20 approval of the City Manager and they may be renewed for a further period of thirty
21 (30) calendar days up to a maximum of ninety (90) days providing extenuating
22 circumstances exist.
23
- 24 (b) An employee shall be required to state the exact reasons for such leaves, and the
25 stated reasons shall appear on the leave form.
26

27 Section 3. Military Leave.

- 28 (a) Any seniority employee who enters into the active service of the Armed Forces of the
29 United States will be granted a leave of absence for the period of such active service.
30 Upon termination of such service, such employee shall be offered reemployment in
31 accordance with the terms of the applicable Selective Service Act, provided:
32
- 33 (i) The employee has received an honorable discharge or has been
34 relieved of active duty under honorable conditions.
35
- 36 (ii) The employee is physically able to perform a job.
37
- 38 (iii) The employee reports for work within ninety (90) calendar days of
39 discharge or release from active duty or release from hospitalization
40 continuing after discharge or release.
41

1 Section 4. Education Leave. The City Manager may authorize an educational leave
2 without pay for a period of not more than one (1) year.

3 Section 5. Union Business Leave. The Union shall be granted a total of three (3)
4 duty days each calendar year, with pay for the administration of Union business.
5 Such leave shall be approved by the Union President and the Department Head not
6 less than one (1) week prior to the date of the leave.

7 Section 6. Jury Leave and Pay. An employee who is summoned and reports for jury
8 duty shall be granted a jury leave of absence with pay for such period. An employee
9 granted a leave of absence under this Section who reports for jury duty on a day the
10 employee is otherwise scheduled to work shall be paid for time spent performing jury
11 duty in an amount equal to the employee's straight time regular rate of pay for up to
12 the number of straight time hours the employee was otherwise scheduled to work,
13 exclusive of all premium pay. In order to receive payment under this Section an
14 employee must give the Employer prior notice as far in advance as possible that the
15 employee has been summoned for jury duty and the employee must furnish
16 satisfactory evidence that jury duty was performed for the days the employee claims
17 jury duty pay. An employee who is summoned by the Court for jury duty but who
18 does not serve as a juror must report for work promptly after being excused.
19 Immediately upon payment from the court for jury duty attendance, the employee will
20 bring the payment to the City Treasurer. The City Treasurer will retain the per diem
21 portion of the payment and reimburse the employee for the mileage portion of the
22 payment.

23
24 Section 7. Funeral Leave. Upon request an employee may be granted four (4)
25 hours leave with pay to attend the funeral of a fellow City employee.

26 Section 8. Illness, Injury and Maternity Leave. A medical leave of absence for
27 illness, injury or pregnancy shall be granted to employees upon presenting
28 acceptable verification to the Employer. If worker's compensation benefits are not
29 available, an eligible employee may request and receive accrued paid benefit time to
30 which the employee may be entitled in the amounts and order desired by the
31 employee. The Employer may request at any time as a condition of continuance of
32 any medical leave of absence, proof of continuing disability or sickness.

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

- 37 (a) For medical leave of absence not covered by worker's compensation benefits, an
38 employee may be on leave under this Section for a period of not more than eighteen
39 (18) months after which time the employment relationship shall terminate. The
40 eighteen (18) months shall be defined as commencing on the first date of the leave
41 that the employee does not receive pay in the form of accrued benefit time either
42 because (1) the paid benefit time has been exhausted or is not available, or because

1 (2) the employee has elected not to request and utilize all or part of the employee's
2 paid benefit time.
3

4 (b) For medical leave of absence due to injury on the job and which is covered by
5 worker's compensation benefits, an employee may be on leave under this Section for
6 a period of not more than two (2) years after which time the employment relationship
7 shall terminate. During this type of leave of absence, the employee will continue to
8 have hospitalization insurance and term life insurance premiums paid by the City and
9 will continue to accrue sick leave and vacation leave for a maximum period of two (2)
10 years or for the number of full months of seniority with the City acquired by the
11 employee at the time of the injury, whichever is the lesser.

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

25 In situations where an employee's physical, medical or mental condition raises a
26 question as to the employee's capabilities to satisfactorily perform the employee's
27 job, or the safety of the employee or others, the Employer may require a fitness for
28 duty medical examination and certificate from the employee's physician and/or
29 require the employee to take a leave of absence, provided; however, that this right
30 shall not prohibit the Employer from taking any other action, including medical and
31 physical rehabilitation as may be deemed appropriate under the circumstances. If
32 the Employer thereafter still questions the employee's condition, the Employer may
33 require a second fitness for duty medical examination and opinion paid for by the
34 Employer by an Employer-selected physician and/or require the employee to take a
35 leave of absence, provided; however, that this right shall not prohibit the Employer
36 from taking any other action, including medical and physical rehabilitation, as may be
37 deemed appropriate under the circumstances.

38 In any situation involving the granting of a leave of absence under this Section or the
39 continuance of a leave of absence or the return to work from a leave of absence
40 where medical proof or substantiation or approval is required, the Employer, in all
41 cases, reserves the right to require a second medical examination paid for by the
42 Employer by an Employer-selected physician. In situations of dispute or
43 disagreement, the opinion of a third physician or specialist, mutually agreed upon,
44 may be sought.

1 Failure to provide any statement, certificate, substantiation or notification as may be
2 required under this Section may, as determined by the Employer, disqualify an
3 employee from consideration for a medical leave of absence. Any leave of absence
4 time (paid or unpaid) taken by an employee for certain family or medical reasons
5 pursuant to Article 23, Section 11 of this Agreement shall be counted as part of and
6 credited against the maximum amounts of leave time set forth in this Section.

7 Section 9. Bereavement Leave and Pay. Upon request, a full time, non-forty (40)
8 hour per week employee will be granted a leave of absence with pay for up to a
9 maximum of two (2) duty days (forty eight [48] hours) that the employee is otherwise
10 scheduled to work following the date of death of a member of the employee's
11 immediate family or any member of the Employee's immediate household in order to
12 attend the funeral and take care of other necessary arrangements. A full time, forty
13 (40) hour per week employee will be granted a leave of absence with pay for up to a
14 maximum of four (4) duty days (thirty two [32] hours) as provided above. Immediate
15 family shall be defined as spouse, child, parent, parent of current spouse, sister,
16 brother, grandparent or any relative living under the employee's roof. The maximum
17 scheduled days for which an employee may request and receive pay provided in this
18 Section must be scheduled days of the employee occurring within six (6) calendar
19 days following date of death. An employee granted a leave of absence under this
20 Section shall receive pay in an amount equal to what the employee would have
21 earned by working the employee's scheduled straight time hours at the employee's
22 straight time regular rate of pay, exclusive of all premium pay, on the days for which
23 paid leave is granted. Additional paid leave for travel purposes may be granted with
24 the approval of the City Manager which shall be charged against the sick leave
25 record of the employee.

26 Section 10. Personal Leave. Each employee with two hundred and seventy (270)
27 calendar days continuous service prior to January 1 shall be credited with two (2)
28 personal leave duty days (forty eight [48] hours for non-forty hour per week employee
29 and sixteen [16] hours for forty [40] hour per week employees) which may be used for
30 personal business during the succeeding twelve (12) months. Such leave may not be
31 accumulated nor paid for upon termination of employment. Employees with less than
32 two hundred and seventy (270) calendar days service on January 1, will be credited
33 with one (1) duty day (twenty-four [24] hours for non-forty [40] hour per week
34 employee and eight [8] hours for forty [40] hour per week employees) for ninety (90)
35 to one hundred eighty (180) calendar days service and one and one-half (1-1/2) duty
36 days (thirty six [36] hours for non-forty [40] hour per week employees and twelve [12]
37 hours for forty [40] hour per week employees) for one hundred and eighty (180)
38 calendar days to two hundred and seventy (270) calendar days. The exact timing of
39 personal leave days will be subject to approval of the Fire Chief or his/her designee in
40 order that sufficient personnel will be on hand at all times for departmental duties,
41 recognizing that overtime may be incurred. Employees are asked to notify the Fire
42 Chief or his/her designee of requested personal leave days as far in advance as
43 possible. The minimum increments that may be taken by an eligible employee for a
44 paid personal day are hourly units of one (1) hour or more and any fractions of an

1 hour will be charged as a full hour. Personal leave days that an employee desires to
2 use during the month of December must be scheduled no later than December 1st.

3 Section 11. Family and Medical Leave. In accordance with federal law, employees
4 who have been employed for at least twelve (12) months and have worked at least
5 one thousand and two hundred fifty (1250) hours during the immediately preceding
6 twelve (12) month period are eligible for leaves of absence for any one, or more of
7 the following reasons:

- 8
- 9 (a) Birth of the employee's child and subsequent after birth care.
 - 10
 - 11 (b) Placement of a child with the employee for adoption or foster care.
 - 12
 - 13 (c) To care for the employee's spouse, son, daughter, or parent who has a serious
14 health condition.
 - 15
 - 16 (d) For a serious health condition that makes the employee unable to perform the
17 employee's job.
 - 18

19 An eligible employee is entitled to a maximum total of twelve (12) work weeks of
20 leave during a rolling twelve (12) month period measured backward from the date an
21 employee uses any leave.

- 22
- 23 (a) Requests for Leave and Medical Certification. Employees desiring leaves of
24 absence under this Section shall provide written notice to the City setting forth the
25 reasons for the requested leave, whether the requested leave is for a consecutive
26 period of time or on an intermittent basis (several blocks of time or reduced work
27 schedule), the anticipated start date of the leave and its anticipated duration. If the
28 need for leave is foreseeable, the employee is required to provide the written notice
29 to the City at least thirty (30) days in advance.
 - 30

31 A request for leave to care for the employee's spouse, son, daughter, or parent who
32 has a serious health condition, or a request for leave due to the employee's own
33 serious health condition that makes the employee unable to perform the employee's
34 job, must be supported by a medical certification issued by the health care provider
35 of the employee or the employee's family member. If the City has reason to doubt
36 the validity of a medical certification, it may require the employee to obtain a second
37 opinion at the City's expense from a health care provider of the City's choice. If the
38 opinions of the employee's and the City's designated health care providers differ, the
39 City may require the employee, at the City's expense, to obtain medical certification
40 from a third health care provider designated or approved jointly by the City and the
41 employee. The City shall have the right to require medical recertification's at
42 reasonable intervals during the leave, at the City's expense.

- 43
- 44 (b) Paid Benefit Time Applied to Leave. At the employee's option, leave granted under
45 this Section may be paid or unpaid only to the extent that the employee has available

1 any accrued but unused paid benefit time, in accordance with the following
2 procedure:

3
4 (i) In cases where the leave is needed due to the birth of a child, or an
5 employee's or family member's serious health condition, accrued but
6 unused paid benefit time available to the employee shall be applied in
7 the amount and order desired by the employee.

8
9 (ii) In cases where the leave is needed due to the placement of a child with
10 the employee for adoption or foster care, any accrued benefit time,
11 excepting sick time, may be used. Upon exhaustion of the amount of
12 accrued but unused paid benefit time desired, the remainder of the
13 leave shall be without pay.

14
15 (c) Health Benefits During Leave. While on leave, an employee's coverage under the
16 City's group health program shall be continued (unless the employee declines) on the
17 basis and conditions as coverage would have been provided if the employee had
18 been continuously employed during the entire leave period. Arrangements must be
19 made with the City for payment by the employee during the leave of any cost shared
20 by the employee under the health program.

21 (d) Return From Leave. On return from leave, an employee shall be returned to the
22 same position the employee held when leave commenced, or to an equivalent
23 position with equivalent benefits, pay, and other terms and conditions of employment,
24 unless the employee is no longer qualified for the position because of a physical or
25 mental condition or the failure to maintain a necessary license or certification.
26 Employees whose leave was occasioned by a serious health condition that made the
27 employee unable to perform their job are required to obtain and present medical
28 certification from the health care provider that they are fit for duty and able to return
29 and perform their work. This medical certification must be submitted to the City at
30 the time the employee seeks reinstatement at the end of the leave, and failure to
31 provide a satisfactory certification may, as determined by the City, result in denial of
32 reinstatement until the requirement is satisfied.

33 During the leave, the City shall have the right to require a report from the employee
34 from time to time regarding the employee's status and intent to return to work. The
35 City, depending on the circumstances, may recover health benefit program costs
36 paid by the City to maintain coverage for an employee who fails to return to work
37 from leave.

38 The provisions of this Section are intended to implement the Federal Family and
39 Medical Leave Act of 1993 (FMLA). Further details governing this type of leave are
40 explained in the FMLA and the federal regulations issued there under. The provision
41 of this Section, the FMLA and federal regulations shall take precedence and be
42 deemed to govern in case of conflict with any provision of this Agreement.

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ARTICLE 24
RULES AND REGULATIONS

3 Section 1. The Employer shall make such reasonable rules, not in conflict with this
4 Agreement, as it may from time to time deem necessary for the purpose of
5 maintaining order, safety and for effective operation of the Fire Department after
6 giving notice of same. The Union reserves the right to question the reasonableness
7 of any rule.

8 Section 2. Drug and Alcohol Testing. The Employer reserves the right, through
9 negotiations with the bargaining unit, to institute a drug and alcohol testing policy and
10 the operating procedures to enact such policy to ensure the safety of its employees
11 and the citizens of Mt. Pleasant. The Policy hereafter referred to as the Mt. Pleasant
12 Public Safety Fire Department Drug and Alcohol Testing Policy, shall be made a part
13 of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety Fire
14 Department.

15 The Employer reserves the additional right to institute an Employee Assistance
16 Program or similar program to aid and assist employees with personal, emotional,
17 medical/substance abuse or other behavioral problems which may affect job
18 performance.

19 Section 3. Physical Fitness Standards. The City of Mt. Pleasant shall institute
20 minimum physical fitness and maintenance standards and related policies and
21 procedures to achieve and test compliance with such standards. Terms and
22 conditions of such standards are recognized to be the result of the collective
23 bargaining process between the City and the Union. The Policy containing such
24 standards will be referred to as the Mt. Pleasant Public Safety Fire Department
25 Physical Fitness and Maintenance Standards Policy, and shall be made a part of the
26 Standard Policy and Procedure Manual of the Mt. Pleasant Public Safety Fire
27 Department.

28 Initial standards will be instituted as soon as reasonably possible after January 1,
29 1995, through a joint committee of Employer and Union representatives.

30
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ARTICLE 25
LIFE AND HOSPITALIZATION INSURANCES

32 Section 1. The Employer agrees to pay the required premium for group term life
33 insurance and group term accidental death and dismemberment insurance for each
34 full time employee equal to one (1) times the employee's annual salary at straight
35 time rates as set forth in the pay plan under Section 1 of Article 29 rounded to the
36 nearest one thousand dollars (\$1,000.00). Coverage shall begin for a new employee
37 upon completion of one hundred and eighty (180) calendar days of service.

1 Section 2. Hospitalization - Surgical - Medical Insurance. During the term of this
 2 Agreement, the Employer agrees to make available a group hospitalization benefit
 3 program, approved by the Employer, for eligible permanent regular full time
 4 employees who are scheduled to work thirty (30) or more hours per week on a
 5 continuous basis and who elect to participate covering certain hospitalization, surgical
 6 and medical expenses for employee-only coverage and for eligible dependent
 7 coverage. The benefit program shall be on a voluntary basis for eligible employees.
 8 The Employer agrees to provide employee-only coverage and eligible dependent
 9 coverage under terms and conditions governing the group benefit program as set
 10 forth in the master policy or policies governing the program. The spouse of an
 11 employee who has health insurance available through his/her employer must enroll in
 12 the health insurance if, as determined by the Employer, the cost to the spouse is not
 13 prohibitive. To assist in paying for out-of-pocket expenses that may occur if faced
 14 with a life threatening illness during the plan year, employees may cash in banked
 15 vacation, compensatory, holiday and/or personal days, and/or the City will make a
 16 low-interest loan available for the remaining amount up to a maximum of three
 17 thousand dollars (\$3,000.00). Repayment of the low-interest loan will occur by
 18 payroll deduction within 18 months of the loan date.

19 The health insurance and prescription drug programs are as follows:

20 Other health insurance options are available through the cafeteria plan.

21
 22 The following traditional health insurance and prescription drug program are effective
 23 January 1, 2009.
 24

Employee Annual Premium Co-Share (pre-tax) (Prorated over 24 pays in the year)	
2009	<ul style="list-style-type: none"> • \$350 Individual • \$700 Family
2010	<ul style="list-style-type: none"> • \$400 Individual • \$800 Family
2011	<ul style="list-style-type: none"> • \$450 Individual • \$900 Family
2012	<ul style="list-style-type: none"> • \$450 Individual • \$900 Family
2013	<ul style="list-style-type: none"> • \$500 Individual • \$1,000 Family

25

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> • 90/10% unless noted under the plan • \$20 office visit 	<ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services
Annual Deductible	2009-2013 <ul style="list-style-type: none"> • \$150 Individual • \$300 Family 	2009-2013 <ul style="list-style-type: none"> • \$300 Individual • \$600 Family
Out-of-Pocket Maximums (Does not include the deductible or office visit)	2009-2011 <ul style="list-style-type: none"> • \$450 Individual • \$900 Family 2012 <ul style="list-style-type: none"> • \$500 Individual • \$1,000 Family 2013 <ul style="list-style-type: none"> • \$550 Individual • \$1,100 Family 	2009-2011 <ul style="list-style-type: none"> • \$2,000 Individual • \$4,000 Family 2012 <ul style="list-style-type: none"> • \$2,050 Individual • \$4,100 Family 2013 <ul style="list-style-type: none"> • \$2,100 Individual • \$4,200 Family

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Effective January 1, 2010, chiropractic benefits will be provided up to an annual maximum of \$2,000 per enrollee.

Prescription Drug Program	
January 2009-2013	<ul style="list-style-type: none"> • 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name • \$50 co-pay on drugs costing \$500 or more • Mail order: 2 x retail co-pay for a 90-day supply • Over-the-counter incentive – Employees will be reimbursed for drugs which are purchased over-the-counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug • \$250/month per person total maximum co-pay

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In lieu of the traditional health insurance and prescription drug program, a consumer driven health insurance with a Health Reimbursement Account (HRA) and prescription drug program is available to all employees through the cafeteria plan. Employees enrolled in this option do not have a premium co-share.

1 If during the term of this Agreement, any bargaining unit receives a better negotiated
2 health care plan than the plan described above, members of this bargaining unit shall
3 receive the plan bargained by the other union.

4 The Employer reserves the right to determine the method of providing the group
5 benefit program, including the right to establish and implement a self-insured program
6 and the right to select any insurance carrier or carriers, provided current benefit levels
7 remain substantially equivalent.

8 The group benefit program becomes effective for eligible employees on the first (1st)
9 day following completion of thirty-one (31) days of employment. Payroll deductions
10 for the premium co-share will be in equal amounts and will be made on pre-tax basis
11 for twenty four (24) of the twenty six (26) pays per year.

12 New employees, whose insurance becomes effective on or before the fifteenth (15th)
13 day of the month, will pay a full month's premium co-share. Employees whose
14 insurance becomes effective after the fifteenth (15th) day of the month begin paying
15 the premium co-share the following month. Premium co-share payments are
16 deducted from the employee's payroll check beginning with the first pay date
17 following the effective date of benefits on a prorated basis over the remaining pays.

18 In the event that an employee quits or the employee's employment with the Employer
19 is otherwise terminated, or in the event that an employee is on layoff, any premium
20 co-share due will be deducted from the employee's final regular paycheck. The group
21 benefit program and the employee's obligation for premium co-share shall continue
22 in effect until the end of the last day of the month in which the quit, termination or
23 layoff occurs. In the event that an employee is on leave of absence, the group
24 benefit program shall continue in effect until the end of the last day of the month in
25 which the leave of absence occurs; provided, however, that the group benefit
26 program may be continued thereafter during the leave of absence, provided the
27 employee makes the proper arrangements and the employee makes timely payment
28 of the required cost of the benefit program. Other specific terms and conditions
29 governing the group benefit program are set forth in the master policy or policies
30 governing the program.
31

32 Section 3. Preventive Health Care Package. Effective January 1, 2010, a preventive
33 health care package will be provided to HealthSteps Wellness Program participants
34 enrolled in the traditional health care plan. The preventive benefit of \$250 will be
35 provided to Wellness Program participants who, following six months enrollment,
36 complete the clinical assessment, if needed, and participate in a six-month health
37 status meeting with the Health Coach. If at enrollment the employee's clinical values
38 are in the optimal range, the employee will not participate in the second clinical
39 assessment, but will be required to meet with the Health Coach.
40

41 Effective January 1, 2012, enrollees can earn an additional \$250 annually to be used
42 toward preventive care by earning a minimum of \$50 in HealthSteps rewards twice

1 annually in the prior year. A component of the \$50 reward must include being
2 tobacco free.

3
4 The annual preventive health care package is a family benefit and may be used by
5 the employee and his/her eligible dependents during the current calendar year.
6 Unused funds will not be carried into the following calendar year.

7
8 Preventive care includes, but is not limited to, the following: periodic health
9 evaluations, including tests and diagnostic procedures ordered in connection with
10 routine examinations, such as annual physicals, routine well-child care, child and
11 adult immunizations and screening services. Preventive care does not include any
12 service or benefit intended to treat an existing illness, injury or condition.

13
14 If the Employer substantially changes the HealthSteps rewards structure, the Union
15 and the City agree to meet to discuss the change.

16
17 Note: Employees may enroll in the program at any time during the year and the
18 preventive benefit must be used within the current calendar year. If the dollars are
19 not used in the current calendar year, they will not roll over into the following calendar
20 year.
21

22 **ARTICLE 26**
23 **PENSION/RETIREMENT BENEFITS**

24 Section 1. Retirement Notification. Effective January 2001, employees considering
25 retiring from City employment are required to file a written "notice of intent" to retire
26 six months in advance of the employee's anticipated retirement date. A formal,
27 written commitment to retire, including a specific retirement date, must be provided
28 not less than thirty (30) days in advance of the employee's retirement date. Such
29 written notices shall be filed with the Director of Public Safety and Human Resources.
30 Any and all time limits may be waived or altered upon the approval of the City
31 Manager, Union President, and a third person, agreed to by both parties, provided
32 extenuating circumstances or life-changing events occur.

33 Section 2. Effective January 1, 1982, the City agrees to allow employees who retire
34 from City employment pursuant to the retirement plan referred to in this Agreement to
35 continue as a participant in the hospital, medical and surgical group; provided,
36 however, that the cost of the required premiums shall be paid in full by the retired
37 employee and remitted to the City in accordance with such procedures as may be
38 established by the City.

39 At retirement, the employee must complete an election form to:

- 40 (a) Continue in the health insurance plan as a retiree,
41 (b) Discontinue participation in the health care plan; or

1 (c) Defer participation in the plan to a date/event specific and sign up at date/event
 2 specific.

3 The election form is available in the Human Resources Department. If a retired
 4 employee is removed or discontinues participation in the group health insurance
 5 plan, with the exception of the deferment option, the retired employee shall not be
 6 allowed to again become a participant.

7 The following identifies eligibility for and the length of time a retired full time
 8 employee and/or his/her dependents may participate in the City's group health plan
 9 when specific life-changing events occur.

RELATIONSHIP TO RETIREE	LENGTH OF ELIGIBILITY FOR COVERAGE
Retired employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> 1) continuous coverage at retirement OR take one-time insurance deferment option to a date certain and sign up at date/event certain; 2) pay premiums on time; and 3) sign up for Medicare A & B when eligible
Spouse of employee at retirement - still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan
Spouse of employee at retirement - divorced	Spouse is no longer eligible after COBRA defined length of time
Spouse of employee at retirement - widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date certain, which was decided on if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after	Not eligible for coverage

RELATIONSHIP TO RETIREE	LENGTH OF ELIGIBILITY FOR COVERAGE
employee's retirement	
Children of employee at retirement	Eligible for insurance benefits until the age indicated in the plan document
Children of employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document
Children of employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document

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Section 3. Pension Plan. All employees with one hundred and eighty (180) calendar days of service will be included in the retirement plan provided by Act 345, Public Acts of 1937, as amended.

Section 4. Pension Benefits.

(a) Spousal Vesting.

- (i) If an employee has worked and/or purchased at least ten (10) years of service and a non-duty death occurs while employed by the City, the employee's spouse will be paid a survivor pension for the remainder of the spouse's life. The amount is computed as if the employee had retired the day preceding the employee's death with a straight life pension, and elected Option 1.
- (ii) If a duty death occurs while employed by the City, the employee's spouse will be paid a survivor pension when worker's compensation benefits cease for the remainder of the spouse's life. The amount is equal to the worker's compensation benefit paid when worker's compensation benefits stop.

(b) Retirement. The employee's contribution to the 345 Pension Plan shall be 4% of the employee's payroll. Eligibility for retirement is a minimum of age fifty (50) and a minimum of twenty-five (25) years of service or age sixty (60) with a minimum of ten (10) years of service. The plan provides for a three (3) year FAC (best three [3] of final five [5] years) and a ten (10) year vesting period. The monthly pension benefit for retirees shall be calculated at 2.75% for the first twenty-five (25) years of service

1 and 1% for each year thereafter. The maximum allowable benefit shall not exceed
2 80% of the FAC.
3

- 4 (c) Thirteenth Check Provision. In accordance with this Agreement, any firefighter retiree
5 shall be eligible to collect a thirteenth or one additional pension benefit payment
6 payable on an annual basis. Payments shall be processed by the City within two (2)
7 weeks following the City's receipt of the actuarial report for the year immediately
8 preceding and shall be pro-rated according to the number of months retired in the
9 calendar year.
10

11 Such benefit will be computed based on the following formula: Provided that the
12 fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board,
13 determine that the Firefighter's Pension Fund maintains no less than an 84% funded
14 position. In the event that the economic conditions of the City and the 345 Pension
15 Fund changes, the City and the Association agree to enter into discussions to review
16 potential amortization schedules.
17

18 Retirees prior to January 1, 2000:
19

20 5.0% TIMES total benefit dollars paid out to all firefighter retirees for prior year
21 MULTIPLIED BY
22 the proportion of pre-2000 firefighter retirees to all firefighter retirees
23 DIVIDED BY
24 number of firefighter retirees retired prior to January 1, 2000
25 EQUALS
26 payment to each firefighter retiree retired prior to January 1, 2000
27
28

29 Retirees after January 1, 2000:
30

31 7.5% TIMES total benefit dollars paid out to all firefighter retirees for prior year
32 MULTIPLIED BY
33 the proportion of post-1999 firefighter retirees to all firefighter retirees
34 DIVIDED BY
35 number of firefighter retirees retired after January 1, 2000
36 EQUALS
37 payment to each firefighter retiree retired after January 1, 2000
38

39 **FOR EXAMPLE:** Assume the following facts for a sample calculation:

40 Total benefits dollars paid out for prior year equals \$228,104

41 11 firefighters receiving pension

42 9 firefighters retired prior to 1/1/2000

43 2 firefighters retired after 1/1/2000
44

45 The calculation for pre-2000 retirees would be:

46 .05 times \$228,104 = \$11,405

1 \$11,405 multiplied by 9/11ths = \$9,331
2 \$9,331 divided by 9 = \$1,036
3 \$1,036 is payment to each of nine firefighter retirees who retired prior to 1/1/2000
4

5 The calculation for 2000 and after retirees would be:
6 .075 times \$228,104 = \$17,107
7 \$17,107 multiplied by 2/11ths = \$3,110
8 \$3,110 divided by 2 = \$1,555
9 \$1,555 is payment to each of two firefighter retirees who retired after 1/1/2000
10

11 (d) Pension Benefit Formula Multiplier. The multiplier used in the formula to calculate
12 the monthly pension benefit to firefighter retirees when combined with final average
13 compensation and years and months of service shall be 2.75%. The maximum
14 allowable benefit shall not exceed 80% of final average compensation.

15 (e) Retiree Health Insurance. Provisions for purchase of retiree health insurance are
16 provided in Article 26, Section 2.

17 Section 5. Purchase of Part-time Firefighter Service Credits. A full-time firefighter
18 who was hired from the City's part-time firefighter ranks shall be eligible to purchase
19 service credit acquired as a part-time firefighter under the following conditions and
20 formula:

21 (a) Such purchase must take place within one (1) year following completion of the
22 probationary period for a full-time firefighter. Firefighters hired prior to March 1,
23 2000, can purchase eligible years of service at any time.

24 (b) A maximum of six (6) years of part-time service credits may be purchased, which will
25 be applied to the employee's Act 345 pension fund.

26 (c) FORMULA:

27 Service Credits – Years:

28 Years as a part-time firefighter multiplied by the average percentage of alarms
29 responded to equals months of service credit, divided by twelve (12) equals years of
30 service credit.

31 Years as part-time firefighter x Alarm Response Rate = Months of Service Credit

32 Months of Service Credit ÷ 12 = Years of Service Credit

33 Cost to Purchase Service Credits:

34 Employee's beginning annual wage as a full-time firefighter multiplied by the
35 currently-negotiated employee pension contribution rate, multiplied by the
36 employee's years of service credit, equals the employee's contribution to the Act 345
37 Pension.

1 Upon application to and approval of the City Manager, a waiver of the above
2 residency requirements may be granted. Each application will be handled on a case-
3 by-case basis. Decisions by the City Manager are non-precedent setting and may not
4 be grieved.
5

6 Section 6. Labor-Management Committee. The City and the Union agree to form a
7 Labor-Management Committee. This committee will be comprised of the F.A.O.M
8 negotiating team and a Union management representative, and will meet every other
9 month at a mutually agreed date and time, beginning the month after final signature of
10 the Agreement. Any member not on duty shall be compensated at the appropriate
11 overtime rate for actual time spent in the meetings.
12

13 The primary purposes of this Labor-Management Committee will be to facilitate
14 Agreement interpretation and enhance communication. The committee will use a
15 problem solving approach similar to that learned in the City organizational
16 development training.

17 **ARTICLE 28** 18 **CLASSIFICATION**

19 Changes in job descriptions, and establishment of new positions may be made when
20 needs arise by the Employer, subject to fourteen (14) calendar days advance notice
21 to the Union. A classification change may be the subject of a grievance.

22 **ARTICLE 29** 23 **COMPENSATION**

24 Section 1. Compensation.

- 25
- 26 (a) The pay rates below will be effective with the first pay date in January of each year of
27 the Agreement.
28
- 29 (b) The annual base rate of pay shall be set forth as follows: Bi-weekly paychecks shall
30 be calculated by dividing the annual base rate of pay by 26. For purposes of
31 determining overtime pay and paid leave balances, an hourly straight time pay rate
32 for all non-forty (40) hour per week employees shall be calculated by dividing the
33 annual salary by 2760 hours which conforms to a nineteen (19) day work cycle. The
34 hourly straight time pay rate for all forty (40) hour per week employees shall be
35 determined by dividing the annual pay by 2080 hours which conforms to a fourteen
36 (14) day work cycle.
37
- 38 (c) Bi-weekly paychecks shall be issued in accordance with Employer established pay
39 periods of fourteen (14) consecutive days beginning at 8:00 a.m. on Sunday.
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(d) Effective the first (1st) pay date of January 2009 in the first (1st) year of this Agreement, employees shall be paid on the basis of the following pay plan.

2009		
Classification	Hourly	Annual
Fire Fighter		
• Start	\$13.46	\$37,136
• 18 Month	\$14.95	\$41,262
Fire Equipment Operator		
• Start	\$15.18	\$41,897
• 6 Month	\$15.46	\$42,670
• 1 Year	\$16.30	\$44,988
• 2 Year	\$17.56	\$48,466
• 3 Year	\$20.47	\$56,497
Fire Sergeant	\$21.77	\$60,085
Fire Lieutenant	\$29.82	\$62,026
Fire Captain	\$31.35	\$65,208

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(e) Effective the first (1st) pay date of January 2010 in the second (2nd) year of this Agreement, employees shall be paid on the basis of the following pay plan.

2010		
Classification	Hourly	Annual
Fire Fighter		
• Start	\$13.86	\$38,254
• 18 Month	\$15.40	\$42,504
Fire Equipment Operator		
• Start	\$15.64	\$43,166
• 6 Month	\$15.92	\$43,939
• 1 Year	\$16.79	\$46,340
• 2 Year	\$18.09	\$49,928
• 3 Year	\$21.08	\$58,181
Fire Sergeant	\$22.42	\$61,879
Fire Lieutenant	\$30.71	\$63,877
Fire Captain	\$32.29	\$67,163

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(f) Effective the first (1st) pay date of January 2011, in the third (3rd) year of this Agreement, employees shall be paid on the basis of the following pay plan.

2011		
Classification	Hourly	Annual
Fire Fighter		
• Start	\$14.28	\$39,413
• 18 Month	\$15.86	\$43,774
Fire Equipment Operator		
• Start	\$16.11	\$44,464
• 6 Month	\$16.40	\$45,264
• 1 Year	\$17.29	\$47,720
• 2 Year	\$18.63	\$51,419
• 3 Year	\$21.71	\$59,920
Fire Sergeant	\$23.09	\$63,728
Fire Lieutenant	\$31.63	\$65,790
Fire Captain	\$33.26	\$69,181

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(g) Effective the first (1st) pay date of January 2012, in the fourth (4th) year of this Agreement, employees shall be paid on the basis of the following pay plan.

2012		
Classification	Hourly	Annual
Fire Fighter		
• Start	\$14.42	\$39,799
• 18 Month	\$16.02	\$44,215
Fire Equipment Operator		
• Start	\$16.27	\$44,905
• 6 Month	\$16.56	\$45,706
• 1 Year	\$17.46	\$48,190
• 2 Year	\$18.82	\$51,943
• 3 Year	\$21.93	\$60,527
Fire Sergeant	\$23.32	\$64,363
Fire Lieutenant	\$31.95	\$66,456
Fire Captain	\$33.59	\$69,867

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If, as certified by the Board of Review, taxable values of ad valorem property (including, real and personal) increase by more than .5% in 2012, the Union's wages increase will grow by one-half of the percentage increase (rounded to the nearest one-hundredth of a percent) in addition to the above 1%, not to exceed an additional 2% wage increase.

1 (h) Effective the first (1st) pay date of January 2013, in the fifth (5th) year of this
2 Agreement, employees shall be paid on the basis of the following pay plan.
3

2013		
Classification	Hourly	Annual
Fire Fighter		
• Start	\$14.56	\$40,186
• 18 Month	\$16.18	\$44,657
Fire Equipment Operator		
• Start	\$16.43	\$45,347
• 6 Month	\$16.73	\$46,175
• 1 Year	\$17.63	\$48,659
• 2 Year	\$19.01	\$52,468
• 3 Year	\$22.15	\$61,134
Fire Sergeant	\$23.55	\$64,998
Fire Lieutenant	\$32.27	\$67,122
Fire Captain	\$33.93	\$70,574

4
5 If, as certified by the Board of Review, taxable values of ad valorem property
6 (including, real and personal) increase by more than .5% in 2013, the Union's wages
7 increase will grow by one-half of the percentage increase (rounded to the nearest
8 one-hundredth of a percent) in addition to the above 1%, not to exceed an additional
9 2% wage increase.

10
11 Section 2. The skill based pay benefit shall be an annual lump sum payment to
12 eligible employees actively employed on the January 1 determination date. Payment
13 for the prior year's benefit shall be paid within the first three (3) weeks of the new
14 year. Employees who do not possess the certification for a full twelve months will
15 receive a prorated monthly benefit. The payment will be prorated to the date of
16 successful completion of the test/degree as of the fifteenth (15th) of the month. An
17 employee whose test/degree occurs after the fifteenth (15th) of the month shall not
18 receive payment for that month.

19
20 Skill Based Pay Schedule

21		
22	Fire Officer I	\$1,000
23	Fire Officer II	\$1,200
24	Fire Officer III	\$1,750
25	Associate Degree	\$1,700
26	Bachelor Degree	\$1,950
27		

28 The highest level of any officer certification can be added to highest level of either
29 Associate's or Bachelor's Degree with a maximum benefit to any individual employee
30 not to exceed three thousand seven hundred dollars (\$3,700.00).
31

1 Section 3. Equipment Operator Compensation. In the event there is no Fire
2 Equipment Operator on duty, the most senior Fire Fighter on duty shall be
3 designated as the Fire Equipment Operator. The Fire Fighter designated as the Fire
4 Equipment Operator shall receive the regular rate of pay plus the hourly pay rate
5 difference between a Fire Equipment Operator and the third year pay step of a Fire
6 Fighter.
7

8 Section 4. Duty Officer Compensation. In the absence of a Fire Sergeant, the most
9 senior employee on duty shall be designated as the duty officer. The duty officer
10 shall receive the regular rate of pay plus the hourly rate difference between a Fire
11 Sergeant and the third year step of a Fire Equipment Operator.
12

13 Section 5. Fire Lieutenant Compensation When Working Out Of Classification. The
14 Fire Lieutenant shall be compensated at the Captain's regular base rate of pay
15 beginning with the 22nd consecutive and full calendar day that the Captain is absent
16 from work. Such compensation shall continue until the Captain returns to work. The
17 Fire Chief has the authority to begin the out of classification compensation pay prior
18 to the twenty second (22nd) day when special circumstances exist.

19 **ARTICLE 30**
20 **SAVING CLAUSE**

21 Should any part herein or any provision herein contained be rendered or declared
22 invalid by reasons of any existing or subsequent enacted legislation, or by any
23 decree of a court of competent jurisdiction, such part or portion of this Agreement
24 which is invalidated as aforesaid shall be subject to immediate negotiation.

25 **ARTICLE 31**
26 **TERMINATION AND MODIFICATION**

27 This Agreement shall continue in full force and effect until 11:59 p.m., December 31,
28 2013.

29 Section 1. If either party desires to terminate this Agreement, it shall, one hundred
30 twenty (120) calendar days prior to the termination date, give written notice of
31 termination. If neither party shall give notice of amendment, as hereinafter provided,
32 or if each party giving a notice of termination withdraws the same prior to termination
33 date, this Agreement shall continue in effect from year to year thereafter, subject to
34 notice of termination by either party one hundred twenty (120) calendar days written
35 notice prior to the current year's termination date.

36 Section 2. If either party desires to modify or change this Agreement, it shall, one
37 hundred twenty (120) calendar days prior to the termination date or any subsequent
38 termination date, give written notice of amendment, in which event the notice of
39 amendment shall set forth the nature of the amendment of this Agreement has been
40 given in accordance with this paragraph, this Agreement may be terminated by either

1 party on ten (10) calendar days written notice of termination. Any amendments that
2 may be agreed upon shall become and be a part of this Agreement without modifying
3 or changing any of the other terms of this Agreement.

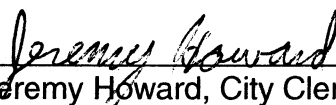
4 Section 3. Notice of Termination or Modification. Notice shall be in writing and shall
5 be sufficient if sent by certified mail, addressed, if to the Union, to the Local Union
6 Secretary, and to the Employer, addressed to City Manager, City Hall, Mount
7 Pleasant, Michigan, or to any such address as the Union or the Employer may make
8 available to each other. During negotiations, all benefits will remain in effect.


9 CITY OF MOUNT PLEASANT

MOUNT PLEASANT ASSOCIATION
OF FIRE FIGHTERS, LOCAL NO.001
Firefighters Association of Michigan

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11
12
13
14
15 By: 
16 James Holten, Mayor

15 By: 
16 Negotiating Committee Member

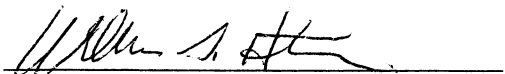
17
18
19 By: 
20 Jeremy Howard, City Clerk

18 By: 
19 Negotiating Committee Member

21
22
23 Dated: 3-16-09

21 By: 
22 Negotiating Committee Member

23
24
25
26
27 By: 
28 Negotiating Committee Member

29
30
31 By: 
32 FAOM Business Agent

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LETTER OF UNDERSTANDING

CITY OF MOUNT PLEASANT

and


MOUNT PLEASANT ASSOCIATION OF FIREFIGHTERS

The Union and employees recognize that currently in effect are statutory provisions under State law which prohibit the Union and employees from engaging in strikes and related action interfering with the normal operations and services of the Employer and the full and proper performance of job duties by employees.

In the event that there are any changes in the State law (including any regulations that may be issued thereunder) which are made applicable to the City of Mount Pleasant and which have the effect of removing, making null and void, or otherwise changing the prohibited activity referred to in the statutory provisions, then the parties shall, within fourteen (14) days following such changes, meet and through good faith effort reach a mutually acceptable work agreement for replacement of this clause.

CITY OF MOUNT PLEASANT

By: 
James Holton, Mayor

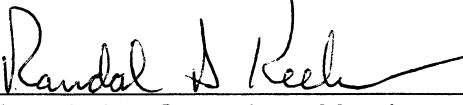
By: 
Jeremy Howard, City Clerk

Dated: 3-16-09

MOUNT PLEASANT ASSOCIATION
OF FIRE FIGHTERS, LOCAL 001
Firefighters Association of Michigan

By: 
Negotiating Committee Member

By: 
Negotiating Committee Member

By: 
Negotiating Committee Member

By: 
Negotiating Committee Member

By: 
FAOM Business Agent

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