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12/31/99

# AGREEMENT

between

CITY OF MT. PLEASANT

and

MOUNT PLEASANT ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 1623 OF THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

Effective: January 1, 1997 - December 31, 1999

*Mount Pleasant, City of*

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## AGREEMENT

THIS AGREEMENT, effective the 1st day of January, 1997, between the CITY OF MOUNT PLEASANT, hereinafter referred to as the "Employer", and the MOUNT PLEASANT ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 1623 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, hereinafter referred to as the "Union".

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

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1

#### RECOGNITION - EMPLOYEES COVERED

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

A. Regular full time employees of the Fire Department including Fire Equipment Operators, Fire Sergeants and Captain, but excluding the Deputy Director.

B. Employees in the Fire Department who are employed in job positions which are funded pursuant to applicable State and/or Federal programs shall be considered temporary employees and shall not be within the bargaining unit covered by this Agreement.

## ARTICLE 2

### AID TO OTHER UNIONS

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

## ARTICLE 3

### UNION SECURITY

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, or employees who become members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) calendar days in arrears in payment of membership dues.

## ARTICLE 4

### UNION DUES

Section 1. During the term of this Agreement the Employer will, upon receipt of the "Authorization for Checkoff" form from an employee, deduct from an employee the Union dues, initiation fees levied by the Mt. Pleasant Association of Fire Fighters, Local 1623, I.A.F.F. in accordance with the constitution and bylaws of the Union from the pay of each employee once each month.

Section 2. Deductions from any calendar month shall be remitted to the designated financial officer of the Local as soon as possible after the tenth (10th) day of the following month. Such officer shall be designated by written notice from the Local President.

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

Section 4. Any employee whose service is broken by death, or quits, is discharged or laid off, or who is transferred outside the bargaining unit, shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which such death, quit, discharge, layoff, or transfer occurred.

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

## ARTICLE 5

### DISPUTES CONCERNING MEMBERSHIP

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

## ARTICLE 6

### REPRESENTATION

Section 1. The Employer agrees to recognize Union negotiating committee of not more than three (3) members selected by members of the Union, each of whom shall be a seniority employee working for the Employer. This committee shall be the representative of the Union for negotiating with the Employer and for adjustment of grievances, and may include an International representative.

Section 2. The names of the members of the negotiating committee shall be given in writing to the Employer. No committee member shall function as such until the Employer has been advised of the employee's selection, in writing, by the President of the Local Union. Any change of the membership of the negotiating committee shall be reported to the Employer, in writing, at least twenty-four (24) hours prior to the time such committee member is to act as a representative.

Section 3. The Employer agrees to designate a Negotiating Committee of not more than three (3) members to bargain collectively with the Union relative to grievances and to changes and amendments to this Agreement.

## ARTICLE 7

### DISCIPLINARY ACTION

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

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

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

## ARTICLE 8

### GRIEVANCE PROCEDURE

Section 1. Special conferences for any matters, including proposed grievances, may be arranged between the Local President and the City Manager of the Employer upon the request of either party. Special conferences shall be informally arranged and the matters to be considered at such meeting shall be by agreement between the parties and a special conference may be called at any time before, after, or during the regularly scheduled working hours of the parties involved. Neither representatives of the Employer nor the representatives of the Union shall lose time or pay spent in such special conferences if the conferences are held during the working hours of a particular participant in the conference. Conferences may be attended by special observers with a peculiar knowledge of the problems to be discussed, if it is agreeable to both parties.

Section 2. In case any employee may have a grievance arising out of the course of the employee's employment, the matter shall first be taken up with the Deputy Director by the aggrieved employee and/or the employee's representative within fourteen (14) days after the grievance allegedly occurred. An oral answer by the Deputy Director must be given within three (3) days, excluding Saturday and Sunday.

Section 3. If no satisfactory adjustment is orally made with the Deputy Director, the aggrieved employee or the employee's representative may, within five (5) calendar days, excluding Saturday and Sunday, submit the grievance to the Deputy Director in writing and a written decision shall be given the employee and the employee's representative within five (5) calendar days, excluding Saturday and Sunday.

Section 4. If no satisfactory settlement is obtained from the Deputy Director, the aggrieved employee or the employee's representative may, within five (5) calendar days, excluding Saturday and Sunday, submit the matter to the Employer's appropriate Division Head in writing and a written decision shall be given the employee and/or the employee's representative within five (5) calendar days, excluding Saturday and Sunday.

Section 5. If no satisfactory settlement is obtained from the appropriate Division Head, the aggrieved employee or the employee's representative may, within five (5) calendar days, excluding Saturday and Sunday, submit the matter to the City Manager in writing and a written decision shall be given the employee and/or the employee's representative within five (5) calendar days, excluding Saturday and Sunday, and a copy thereof filed with the City Clerk and the Union President.

Section 6. If no satisfactory settlement is obtained from the City Manager, the aggrieved employee and/or the employee's representative may, within fifteen (15) calendar days, excluding Saturday and Sunday, after receipt of the City Manager's answer, advise the City Manager that the assistance of the Michigan Employment Relations Commission is sought to resolve the grievance.

Section 7. If agreement is not reached with the assistance of the mediator provided for above, the City Commission may within thirty (30) calendar days of receipt of the mediator's written advice, be requested by the aggrieved employee and/or the employee's representative to resolve the grievance. Their decision shall be made within six (6) weeks.

Section 8. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement in writing provided, however, that the extension request shall be put in writing by the party requesting the extension. The representatives of the Employer shall respond to the grievance at the various steps established in the grievance procedure.

## ARTICLE 9

### RIGHTS OF EMPLOYER

Section 1. The Employer shall have the exclusive right to control and direct its employees. This right shall include the right to hire, promote, layoff, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments and direct and control its operations, provided any decisions of the Employer are not contrary or in violation of the provisions of this Agreement. Any violation shall be subject to the grievance procedure. It is understood that the rights of the Employer also include the right to effectively manage, control and administer the Employer's operations in all respects and to determine the quantity, quality and delivery of services offered, provided, however, that such rights shall not be exercised in violation of any provisions of this Agreement.

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

## ARTICLE 10

### FAIR EMPLOYMENT STANDARDS

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

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

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

## ARTICLE 11

### UNION RESPONSIBILITIES

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

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

## ARTICLE 12

### SENIORITY

#### Section 1. Acquiring Seniority.

A. Seniority shall be cumulative so long as any layoff period does not exceed accrued seniority at the time of layoff.

B. All employees shall acquire seniority one hundred eighty (180) duty days exclusive of leave time after the date of hire with the exception of temporary employees hired to a specific job and/or seasonal work. The Employer may extend the probationary period for an additional period of time, but not to exceed an additional one hundred eighty (180) duty days, provided that the Fire Sergeants shall have an opportunity to offer input regarding any decisions to extend or not extend the probationary period.

C. A temporary employee who is subsequently hired as a permanent employee shall acquire seniority one hundred eighty (180) duty days exclusive of leave time after the date hired as a permanent employee.

D. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rate of pay, wages and hours of employment except discharged and disciplined employees for other than Union activity.

E. An employee on any type of paid leave, including worker's compensation, will continue to accrue seniority while on leave.

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

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

A. If the employee quits.

B. If the employee is discharged for just cause.

C. If an employee is absent two (2) duty days without properly notifying the Employer, unless a satisfactory reason is given.

D. If an employee fails to return to work within two (2) duty days after being notified to report for work, and does not have a satisfactory reason.

E. If an employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of layoff.

F. If the employee fails to return to work within four (4) duty days following a leave of absence or vacation, unless otherwise excused for a reason satisfactory to the Employer.

Section 4. Layoff Defined. In the event of a layoff, the determination as to which department or departments shall be reduced in personnel, will be made by the City Manager and City Commission. An employee who is laid off may make arrangements for personal payments of insurance premiums providing continuation of these benefits.

A. The word "layoff" means a reduction in the working force due to a decrease in work or reallocation in appropriation of funds by the City Commission.

B. If it becomes necessary for a layoff, the following procedure will be mandatory:

Probationary employees will be laid off first. Seniority employees will be laid off according to seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the grievance procedure.

Section 5. Recall Procedure.

A. Employees covered by this Agreement will be recalled in accordance with their seniority. They shall be placed on job openings available, provided they are capable of performing the assigned work.

B. If an employee is laid off, and on or prior to the effective date of such layoff the Employer has posted, distributed and or otherwise given notice of the date of resumption of work, the employee shall report back to work as provided in such notice.

C. When recalling an employee from layoff, the Employer shall notify the employee by forty-eight (48) hours in advance by certified letter or telegram. An employee is responsible for keeping the Employer informed of the employee's proper address. The Employer's obligation is satisfied if the last known address given by the employee is used.

## ARTICLE 13

### TRAINING

Section 1. All employees shall have equal opportunity to participate in a training program developed by the Employer.

Section 2. The Employer will reimburse an employee who is enrolled in one adult education or university course a semester for the cost of tuition provided:

A. The course is job related.

B. An application for reimbursement is submitted and approved by the Personnel Director prior to enrollment.

C. A grade of "C" is attained on adult education or undergraduate work and "B" on graduate work.

D. In the event the employee is receiving the cost of tuition from another source the employee shall be reimbursed for required textbooks if not subject to reimbursement from another source in accordance with A, B, and C, above.

## ARTICLE 14

### PROMOTIONS

Section 1. It shall be the policy of the Employer to make promotions on the basis of seniority and qualifications to best perform the advanced position.

A. The Employer may develop standard written, oral and/or practice tests which may be used in part to determine ability and capacity.

B. If two or more candidates for an advanced position are considered to have equal qualifications, seniority shall be the determining factor for promotion.

C. Any permanent position, within the Fire Department (excluding the Deputy Director) at better pay and/or better working conditions shall be filled by a person with at least three (3) years seniority. The Employer, in its discretion, may from time to time waive the three (3) years seniority requirement, provided that no employee with at least three (3) years or more seniority who is qualified submits an application for the advanced position.

D. Notwithstanding any other provision of this Section, the Employer in its discretion may elect to fill any vacant positions from sources outside the Fire Department in the following situations: (1) no employees submit an application for the advanced position; (2) employees who submit an application are not qualified to perform the duties and responsibilities required in the advanced position; (3) employees who submit an application do not have a minimum of three (3) years seniority in the Fire Department unless this requirement has been waived by the Employer.

Section 2. The Employer shall post notice of all job openings on the bulletin boards at least eight (8) calendar days prior to ceasing to accept applications. Any employee interested in such job promotions shall submit a resume to the Employer via the Personnel Office.

Section 3 An employee promoted to an advanced position shall have a minimum of a ninety (90) duty day trial period exclusive of leave time to demonstrate the employee's ability to perform the work. If the employee is unsatisfactory in the new position, the employee may be returned to the employee's former position prior to the completion of one hundred eighty (180) duty days exclusive of leave time without loss of seniority; and if requested, will be advised in writing of the reasons for this transfer.

Section 4. During the trial period, employees will receive the rate of pay for the job being performed which rate shall be the next higher rate for the new classification above the employee's present pay, but the new rate shall not exceed the rate due any employee of the new classification with the same number of years of service as the employee being promoted.

Section 5. In the event the senior applicant is denied the promotion, the employee shall be advised in writing, if requested, the reasons for denial.

Section 6. Transfer to Non-Bargaining Unit Position. An employee who shall be transferred to a position with the Employer on a non-bargaining unit job shall retain the employee's seniority but shall not accumulate any additional seniority during the time that the employee holds the non-bargaining unit position, up to a maximum of one hundred eighty (180) calendar days. Upon expiration of the one hundred eighty (180) calendar days period, the employee's seniority in the bargaining unit shall be lost. The Employer shall in its sole discretion determine the wages, hours and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or returned back into the bargaining unit. In the event that an employee is returned to the bargaining unit prior to expiration of the one hundred eighty (180) calendar days period of time, the employee's seniority shall recommence.

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

## ARTICLE 15

### WORKING HOURS

Section 1. Working Hours - Fire Equipment Operator and Fire Sergeant. The established work period shall start at 8:00 A.M. each Sunday and end at 8:00 A.M. the following Sunday. A duty shift shall consist of twenty-four (24) hours of duty or two twelve (12) hour duty days. Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, provided, however, that permission in advance has been received from the Deputy Director. For purposes of determining hours worked, authorized vacation, sick leave, personal leave, holiday, and compensatory time shall be considered as time worked for purposes of totaling an employee's number of scheduled duty days over the course of the calendar year. Employees shall work a reasonable amount of overtime when so directed by the Employer.

The normal work period shall be a period of nineteen (19) consecutive days. The normal tour of duty within a work period for an employee shall consist of one hundred and forty-four (144) hours of work. The normal duty shift shall consist of twenty-four (24) hours of duty or two (2) twelve (12) hour duty days.

Section 2. Working Hours - Fire Captain. The established work period for the Fire Captain shall be a period of fourteen (14) consecutive days. The normal tour of duty consists of eighty (80) hours of work, normally beginning on Mondays and ending on Fridays. The normal duty shift or one duty day shall consist of a minimum of eight (8) consecutive hours of work.

Section 3. The wage rates shall be as set forth in Section 1 of Article 28 of this Agreement.

Section 4. The bi-weekly straight time pay rate shall be determined by dividing the annual salary by 26. The hourly straight time pay rate for Fire Equipment Operators and Fire Sergeants shall be determined by dividing the annual salary by 2760 hours which conforms to a 19-day work cycle.

The hourly straight time pay rate for Fire Captain shall be determined by dividing the annual salary by 2080 hours which conforms to a 14-day work cycle.

## ARTICLE 16

### STARTING AND REPORTING TIME

Starting time shall be the beginning of each scheduled duty shift. Any change in established duty shift hours shall be mutually agreed to by the Union and the City.

## ARTICLE 17

### OVERTIME

Section 1. Overtime Work Pay - Fire Equipment Operator and Fire Sergeant. In situations where the number of hours actually worked exceeds one hundred and forty-four (144) hours within a nineteen (19) day work period tour of duty, then time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked beyond the one hundred and forty four (144) hours. Time and one-half (1-1/2) shall be paid for all hours actually worked over twenty-four (24) consecutive hours.

Section 2. Overtime Work Pay - Fire Captain. In situations where the number of hours actually worked for the position of Fire Captain exceeds eight (8) hours within a normal duty shift or one duty day, then time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked beyond the eight (8) hours, or through compensatory time at the overtime rate granted in lieu of overtime pay at the option of the Employer.

Section 3. Training Meetings. Attendance at departmental or training meetings outside of the regularly scheduled duty shift shall be paid at the rate of time and one-half (1-1/2).

Section 4. Compensatory Time. In lieu of payment of overtime, each employee shall be allowed to accumulate a maximum of one hundred (100) hours of compensatory time. Compensatory hours are earned at the rate of one and one-half (1 1/2) hours for each overtime hour worked or at a rate of two (2) hours for each double time hour.

Section 5. Employees may be required to work at straight time six (6) duty days in one calendar week which is balanced off in the shift scheduled by assignment to less than six (6) duty days in other calendar weeks.

Section 6. If the duty shift schedule is changed with less than twenty-four (24) hours notice, the employee shall be compensated at the overtime rate for the full duty shift.

## ARTICLE 18

### EQUALIZATION OF HOURS

Extra work during periods of overtime operation should be equalized among occupational group employees as far as practicable. Information concerning equalization of hours shall be available upon request so that employees involved may check their standing. Overtime hours refused by employees for the purpose of this Section shall be considered time worked.

## ARTICLE 19

### STANDBY AND CALL PAY

Section 1. Standby. Employees on standby time, by request of the Fire Sergeant, or higher administrative authority during emergency conditions detrimental to the general community as described in Act 125 of the Public Acts of 1925, as amended, shall be compensated at the rate of two (2) hours pay per duty day, three (3) hours per duty day falling on Saturday, Sunday and holidays. If worked, standby time plus actual time worked shall be paid. City and Union Township residency shall be required to be eligible for standby. Standby will be equalized among eligible employees.

Section 2. Call Back. An employee called back to work outside of regular hours in accordance with Department policy shall receive three (3) hours straight time as a minimum or double time for actual hours worked, whichever is greater.

## ARTICLE 20

### HOLIDAYS

Section 1. The following calendar days shall be deemed holidays for the purpose of this Agreement: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, the day before Christmas and Christmas Day, and noon to midnight (1/2 duty shift) Good Friday. An employee shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for hours actually worked on Easter Sunday.

Section 2. Within limits set by an adequate work force, employees shall be entitled to a combination of paid duty days or compensatory time off at straight time regular rates as payment for calendar holidays set forth in Section 1 of this Article, provided the employee has worked the employee's last scheduled work day prior to the holiday and the employee's next scheduled work day after such holiday unless on authorized sick, vacation, holiday, personal leave, or compensatory time.

The minimum time periods that may be taken by an eligible employee for holiday leave are multiple units of one-half (1/2) duty day increments.

An employee who is on duty on a calendar holiday shall be compensated for the employee's actual hours worked at the employee's overtime rate. For purposes of this Section, a calendar holiday shall extend from 8:00 A.M. on the holiday to 8:00 A.M. on the following day, except Good Friday shall extend from 12:00 noon to 12:00 midnight.

Section 3. Fire Captain. When one of the above holidays falls on a Saturday, eligible employees may receive holiday pay or may be given the appropriate days off preceding the holiday. When one of the above holidays falls on Sunday and the day following is observed by the State or the Federal Government as a holiday, eligible employees shall receive holiday pay for the day so observed. It is provided, however, that for employees working on shift schedules, recognized holidays which occur on Saturday or Sunday will be considered and observed on those calendar days for such employees.

Section 4. Payment For Unused Holidays. For purposes of calculating year-end payment to employees for unused holiday time, the year end payment shall not exceed a maximum payment of 96 hours. Payment shall be made by the first non-payroll week in December.

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

In the event of retirement or death, an employee or the employee's estate shall be compensated for any unused holiday time in the above fashion.

## ARTICLE 21

### VACATIONS

Section 1. Employees with more than one year's seniority shall be eligible for vacation leave as provided below. Vacation shall accrue to a maximum of thirty (30) days

(except employees who earn twenty-five (25) days each year may accrue thirty-five (35) days) as of each December 31 on prorate basis from month to month.

| <u>Years of Employment</u> | <u>Earned</u> |
|----------------------------|---------------|
| 1 year through 6 years     | 10 duty days  |
| 7 years through 12 years   | 15 duty days  |
| 13 years through 20 years  | 20 duty days  |
| 21 years and more          | 25 duty days  |

The exact timing of vacations will be subject to approval of department heads in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify department head of proposed vacation periods as far in advance as possible. Where a conflict develops between requested vacation periods and an adequate departmental work force, seniority shall be the determining factor as to which employee may exercise preference in choosing a desired vacation period, provided the request is made at least ninety (90) calendar days in advance of the desired vacation periods.

The minimum time periods that may be taken by an employee for vacation leave are multiple units of one-half (1/2) duty day increments.

Section 2. Vacation pay shall be computed at the employee's straight time hourly rate, exclusive of shift or other premiums, received by the employee prior to the time the vacation is taken.

Section 3. No employee shall be absent on vacation leave more than thirty (30) consecutive calendar days without prior approval of the City Manager.

Section 4. Upon voluntary separation of any employee from the service of the City other than by leave of absence, the employee shall be paid at the time of separation for the unused portion of the employee's accumulated annual leave earned prior to December 31 last preceding separation and shall be paid for vacation subsequently earned, provided the employee shall have given two (2) weeks written notice prior to separation.

## ARTICLE 22

### SICK LEAVE

Section 1. An employee is required to notify the Duty Shift Supervisor or the Fire Sergeant as soon as the employee knows that absence from work will be necessary. Except in emergency circumstances beyond the control of an employee, an employee

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

Section 2. A full time employee shall accumulate one (1) duty day of sick leave with pay for each month in which the employee works fifteen (15) or more duty days or one hundred eighty (180) hours. Probationary employees accumulate sick leave; however, no sick leave may be taken or used until after one hundred eighty (180) calendar days of employment.

Section 3. The accumulation of sick leave is limited to two hundred (200) duty days.

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

In situations where a full time employee experiences a job related illness or injury which is covered by worker's compensation benefits, the employee may request in writing the prorated use of any earned but unused paid benefit time for which the employee may be entitled in order to make up the difference between the worker's compensation benefits received and the employee's regular net pay. If the use of such accrued benefit time is requested, the employee may use any earned but unused paid benefit time for which the employee may be entitled in the amounts and order desired by the employee. In an accrued benefit time "buy back" situation involving an employee's worker's compensation benefits, the buy back shall be applied in the amounts and order requested by the employee. Such "buy back" requests shall be in writing submitted to the Personnel Department.

Section 5. In the event of death or retirement, an employee or the employee's estate shall be compensated for one-half (1/2) the employee's accumulated sick leave up to one hundred (100) days for employees hired prior to January 1, 1982, and up to

seventy-five (75) days for employees hired after January 1, 1982. Payment shall be based upon the employee's rate of pay at the time the employee's employment ceased.

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

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

Section 8. Sick leave not to exceed two (2) duty days shall be allowed in the event of an emergency illness in the employee's immediate household subject to the approval of the department heads.

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

Section 10. The Employer reserves the right to investigate a long term disability insurance policy that may modify the sick leave bank provision of this Article.

Any change in the sick leave bank provision related to implementation of a long term disability policy must be mutually agreed to by the Employer and the Union.

## ARTICLE 23

### OTHER LEAVES OF ABSENCE

#### Section 1. General Conditions.

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

B. An employee accepting employment or being self-employed while on any leave except vacation, military or educational leave, will be discharged.

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

D. An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this Agreement and shall be notified by the Employer by certified mail addressed to the last known address of the employee.

E. An employee who fails to report for work within four (4) duty days after the expiration of a leave shall be considered as a voluntary quit unless a satisfactory reason is given.

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

#### Section 2. Personal Reasons

A. A leave of absence without pay may be granted seniority employees for personal reasons, not to exceed thirty (30) calendar days. Such leaves shall be subject to the approval of the City Manager and they may be renewed for further periods of thirty (30) calendar days up to a maximum of ninety (90) days providing extenuating circumstances exist.

B. An employee shall be required to state the exact reasons for such leaves, and the stated reasons shall appear on the leave form.

#### Section 3. Military Leave.

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

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

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

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

Section 6. Jury Leave and Pay. An employee who is summoned and reports for jury duty shall be granted a jury leave of absence with pay for such period. An employee granted a leave of absence under this Section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay, and the amount paid by the Court as a daily jury fee. In order to receive payment under this Section an employee must give the Employer prior notice as far in advance as possible that the employee has been summoned for jury duty and the employee must furnish satisfactory evidence that jury duty was performed for the days the employee claims jury duty pay. An employee who is summoned by the Court for jury duty but who does not serve as a juror must report for work promptly after being excused.

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

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

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

A. For medical leave of absence not covered by worker's compensation benefits, an employee may be on leave under this Section for a period of not more than eighteen (18) months after which time the employment relationship shall terminate. The eighteen (18) months shall be defined as commencing on the first date of the leave that the employee does not receive pay in the form of accrued benefit time either because (1) the paid benefit time has been exhausted or is not available, or because (2) the employee has elected not to request and utilize all or part of the employee's paid benefit time.

B. For medical leave of absence due to injury on the job and which is covered by worker's compensation benefits, an employee may be on leave under this Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have hospitalization insurance and term life insurance premiums paid by the City and will continue to accrue sick leave and vacation leave for a maximum period of two (2) years or

for the number of full months of seniority with the City acquired by the employee at the time of the injury, whichever is the lesser.

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

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

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

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

Section 9. Bereavement Leave and Pay. Upon request, an employee will be granted a leave of absence with pay for up to a maximum of four (4) duty days that the employee is otherwise scheduled to work following the date of death of a member of the employee's immediate family or any member of the employee's immediate household in order to attend the funeral and take care of other necessary arrangements. Immediate family shall be defined as spouse, child, parent, parent of current spouse, sister, brother, grandparent or any relative living under the employee's roof. The maximum of four (4) scheduled duty days for which an employee may request and receive pay provided in this Section must be scheduled duty days of the employee occurring within six (6) calendar days following date of death. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay, exclusive of all premium pay, on the duty days for which paid leave is granted. Additional paid leave for travel purposes may be granted with the approval of the City Manager which shall be charged against the sick leave record of the employee.

Section 10. Personal Leave. Each employee with two hundred seventy (270) days continuous service prior to January 1 shall be credited with two (2) personal leave duty shifts (48 hrs.) which may be used for personal business during the succeeding twelve (12) months. Such leave may not be accumulated nor paid for upon termination of employment. Employees with less than two hundred seventy (270) days service on January 1, will be credited with one (1) duty shift (24 hrs.) for ninety (90) to one hundred eighty (180) days service and one and one-half (1 1/2) duty shifts (36 hrs.) for one hundred eighty (180) days to two hundred seventy (270) days. The exact timing of personal leave days will be subject to approval of the Deputy Director in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify the Deputy Director of requested personal leave days as far in advance as possible. The maximum increments that may be taken by an eligible employee for a paid personal day are hourly units of one (1) hour or more and any fractions of an hour will be charged as a full hour. Personal leave days that an employee desires to use during the month of December must be scheduled no later than December 1st.

Section 11. Family and Medical Leave. In accordance with federal law, employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the immediately preceding twelve (12) month period are eligible for leaves of absence for any one, or more of the following reasons:

1. Birth of the employee's child and subsequent after birth care.
2. Placement of a child with the employee for adoption or foster care.
3. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
4. For a serious health condition that makes the employee unable to perform the employee's job.

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

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

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

(b) Paid Benefit Time Applied to Leave. At the employee's option, leave granted under this Section may be paid or unpaid only to the extent that the employee has available any accrued but unused paid benefit time, in accordance with the following procedure:

1. In cases where the leave is needed due to the birth of a child, or an employee's or family member's serious health condition, accrued but unused paid benefit time available to the employee shall be applied in the amount and order desired by the employee.
2. In cases where the leave is needed due to the placement of a child with the employee for adoption or foster care, any accrued benefit time, excepting sick time, may be used.

Upon exhaustion of the amount of accrued but unused paid benefit time desired, the remainder of the leave shall be without pay.

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

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

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

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

## ARTICLE 24

### RULES AND REGULATIONS

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

Section 2. Drug and Alcohol Testing. The employer reserves the right, through negotiations with the bargaining unit, which occurred in conjunction with settlement of the 1994-1997 contract, to institute a drug and alcohol testing policy and the operating procedures to enact such policy to ensure the safety of its employees and the citizens of Mt. Pleasant. The Policy hereafter referred to as the Mt. Pleasant Public Safety Fire Department Drug and Alcohol Testing Policy, shall be made a part of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety Fire Department.

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

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

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

## ARTICLE 25

### LIFE AND HOSPITALIZATION INSURANCES

Section 1. The Employer agrees to pay the required premium for group term life insurance and group term accidental death and dismemberment insurance for each full time employee equal to one (1) times the employee's annual salary at straight time rates as set forth in the pay plan under Section 1 of Article 28 rounded to the nearest one thousand dollars (\$1,000.00). Coverage shall begin for a new employee upon completion of one hundred eighty (180) calendar days of probationary service.

Section 2. Hospitalization - Surgical - Medical Insurance. During the term of this Agreement, the Employer agrees to make available a group hospitalization benefit program, approved by the Employer, for eligible permanent regular full time employees

who are scheduled to work thirty (30) or more hours per week on a continuous basis and who elect to participate covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The benefit program shall be on a voluntary basis for eligible employees. The Employer agrees to contribute one hundred percent (100%) of the required cost for employee-only coverage and eligible dependent coverage under terms and conditions governing the group benefit program as set forth in the master policy or policies governing the program. January 1, 1998, the drug prescription co-payment will be \$6 per prescription. The Employer reserves the right to determine the method of providing the group benefit program, including the right to establish and implement a self-insured program and the right to select any insurance carrier or carriers, provided current benefit levels remain substantially equivalent.

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

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

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

## ARTICLE 26

### GENERAL

Section 1. Bulletin Boards. The Union shall be provided suitable bulletin boards at least one at each Fire Station for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 2. Safety. The Employer shall make reasonable provisions for the safety of its employees during the hours of their employment and shall provide all safety devices and equipment which the Employer may require employees to use during such working hours.

Section 3. Maintenance Allowance. The Employer will continue to furnish all work and dress uniforms that the employees are required to use. On February 1 and August 1 of each year, the sum of One Hundred and Fifty Dollars (\$150) shall be paid to each employee to provide for the cleaning and repair and general maintenance of personal items of uniform issued to the employee. The Employer reserves the right to provide for cleaning, repair and general maintenance in lieu of a cash payment. Effective January 1, 1990, the amount of the maintenance allowance shall increase to Two Hundred Dollars (\$200) payable February 1 and August 1.

Section 4. Fire Captain Assignment - Benefit Accrual. For an employee entering into or returning from this position the accumulated leave days shall be converted to an equivalent cash value basis.

Section 5. Residency Requirement. All employees hired on or after January 1, 1994, must reside and maintain their principle domicile within the limits of Isabella county. Any employee hired prior to January 1, 1994, shall be exempt from such residency requirement until January 1, 1996. At such time, any employee who moves, purchases a new principal domicile, or changes principal address shall comply with the Isabella County residency requirement.

Upon application to and approval of the City Manager, a waiver of the above residency requirements may be granted. Each application will be handled on a case-by-case basis. Decisions by the City Manager are non-precedent setting and non-grievable.

## ARTICLE 27

### CLASSIFICATION

Section 1. Changes in job descriptions, and establishment of new positions may be made when needs arise by the Employer, subject to fourteen (14) calendar days advance notice to the Union. A classification change may be the subject of a grievance.

## ARTICLE 28

### COMPENSATION

#### Section 1. Salaries.

A. Effective the first (1st) day of January 1997, employees shall be paid on the basis of the following pay plan. All adjustments in wage and salary rates shall provide that hourly wages, and annual salaries when divided by the standard number of work hours per year (2760), excepting the Captain Fire Sergeant/Assistant Fire Marshal compensation scale which shall be divided by 2080, shall be expressed in whole dollars and whole cents per hour.

#### Fire Equipment Operator

| <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Year</u> | <u>Fire Sergeant</u> | <u>Fire Sergeant/<br/>Assist. Fire Marshal</u> | <u>Fire Captain</u> |
|--------------|-----------------|---------------|----------------|---------------|----------------------|------------------------------------------------|---------------------|
| \$27,309     | \$27,799        | \$29,298      | \$31,561       | \$36,770      | \$39,110             | \$40,410                                       | \$41,729            |
| 9.89         | 10.07           | 10.62         | 11.44          | 13.32         | 14.17                | 19.43                                          | 20.06               |

B. Effective the first (1<sup>st</sup>) day of January 1998, in the second (2<sup>nd</sup>) year of this Agreement, employees shall be paid on the basis of the following pay plan.

#### Fire Equipment Operator

| <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Year</u> | <u>Fire Sergeant</u> | <u>Fire Sergeant/<br/>Assist. Fire Marshal</u> | <u>Fire Captain</u> |
|--------------|-----------------|---------------|----------------|---------------|----------------------|------------------------------------------------|---------------------|
| \$28,333     | \$28,841        | \$30,397      | \$32,745       | \$38,149      | \$40,576             | \$41,925                                       | \$46,541            |
| 10.27        | 10.45           | 11.01         | 11.86          | 13.82         | 14.70                | 20.16                                          | 22.38               |

C. Effective the first (1st) day of January 1999, in the third (3rd) year of this Agreement, employees shall be paid on the basis of the following pay plan.

## Fire Equipment Operator

| <u>Start</u> | <u>6 Months</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Year</u> | <u>Fire Sergeant</u> | <u>Fire Sergeant/<br/>Assist. Fire Marshal</u> | <u>Fire Captain</u> |
|--------------|-----------------|---------------|----------------|---------------|----------------------|------------------------------------------------|---------------------|
| \$29,183     | \$29,706        | \$31,309      | \$33,727       | \$39,293      | \$41,793             | \$43,183                                       | \$47,937            |
| 10.57        | 10.76           | 11.34         | 12.22          | 14.24         | 15.14                | 20.76                                          | 23.05               |

Section 2. The salary of each employee upon completion of five (5) years of continuous service shall be adjusted for the length of service in accordance with the following schedule. The adjustment shall be made to the salary designated "3 years" in Section 1. In the case of employees designated by the City as Fire Sergeant or Captain, the adjustment shall be made to the salary designated "Fire Sergeant" or "Captain" in Section 1

|                                 |        |
|---------------------------------|--------|
| After 5 years through 10 years  | 2-1/2% |
| After 10 years through 15 years | 5%     |
| After 15 years through 20 years | 7-1/2  |
| After 20 years                  | 10%    |

Employees hired on or after January 1985. For employees who are employed by the City on or after January 1, 1985, in the bargaining unit covered by this Agreement, the skill based pay benefit shall be provided for in this paragraph as follows. The skill based pay benefit shall be an annual lump sum payment to eligible employees actively employed on the January 1 determination date. Payment for the prior year's benefit shall be paid within the first full pay period beginning on or after January 1. Employees who do not possess the certification for a full twelve months will receive a prorated monthly benefit.

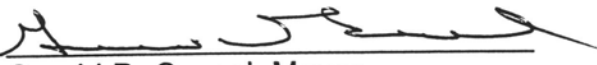
| <u>Skill Based Pay Schedule</u> | <u>1997</u> | <u>1998</u> | <u>1999</u> |
|---------------------------------|-------------|-------------|-------------|
| Fire Officer I                  | \$ 500      | \$ 850      | \$1,000     |
| Fire Officer II                 | 700         | 1,050       | 1,200       |
| Fire Officer III                | 1,250       | 1,600       | 1,750       |
| Associate's Degree              | 1,100       | 1,450       | 1,700       |
| Bachelor's Degree               | 1,250       | 1,600       | 1,950       |

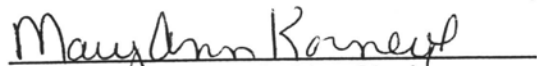
The highest level of any officer certification can be added to highest level of either Associates's or Bachelor's Degree with a maximum benefit to any individual employee not to exceed \$2,500 for 1997, \$3,200 for 1998, and \$3,700 for 1999.

Section 3. Duty Officer Compensation. In the absence of a Fire Sergeant the most senior employee on duty shall be designated as the duty officer. The duty officer shall receive the hourly rate difference between a Fire Sergeant and the third year step of a Fire Equipment Operator.

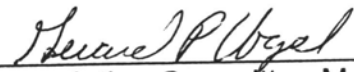
CITY OF MOUNT PLEASANT

MOUNT PLEASANT ASSOCIATION  
OF FIRE FIGHTERS, LOCAL  
NO. 1623 THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

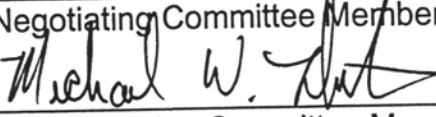
By:   
Gerald D. Cassel, Mayor

By:   
Mary Ann Kornexl, City Clerk

Dated: 12/8/97

By:   
Negotiating Committee Member

By:   
Negotiating Committee Member

By:   
Negotiating Committee Member

## LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT

AND

MOUNT PLEASANT ASSOCIATION OF FIREFIGHTERS

Subject: Pension Benefits

The purpose of this letter is to set forth those provisions continued or enacted during negotiations leading to settlement of the 1991-1993 Agreement between the City of Mt. Pleasant and Mt. Pleasant Association of Firefighters relative to retirement benefits allowable under P.A. 345.

### 1. Spouse Vesting

Provision to be enacted allowing for the spouse of an employee to be fully vested in the 345 Pension Plan after the employee has accumulated ten (10) years of service.

### 2. Employee's Rate of Payroll Contribution

Beginning with the first pay period immediately following signature date affixed to the 1991-1993 Agreement between the City of Mt. Pleasant and the Mt. Pleasant Association of Firefighters, the employee's contribution to the 345 Pension Plan shall be 5% of the employee's payroll.

### 3. Thirteenth Check Provision

In accordance with this Agreement any firefighter retiree shall be eligible to collect a thirteenth or one additional pension benefit payment payable on an annual basis. Payments shall be processed by the City within two weeks following the City's receipt of the actuarial report for the year immediately preceding and shall be pro-rated according to the number of months retired in the calendar year.

Such benefits will be computed on the following formula:

5.0% TIMES total benefit dollars paid out to firefighter retirees for prior year

DIVIDED BY  
total number of firefighter retirees  
EQUALS  
payment to each firefighter retiree

Provided that the fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board, determine that the Firefighter's Pension Fund maintains no less than an 84% funded position. In the event that the economic conditions of the City and the 345 Pension Fund change, the City and the Association agree to enter into discussions to review potential amortization schedules.

4. Pension Benefit Formula Multiplier

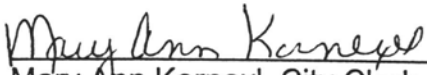
Beginning January 1, 1992, the multiplier used in the formula to calculate the monthly pension benefit to firefighter retirees when combined with final average compensation and years and months of service shall be 2.75%. The maximum allowable benefit shall not exceed 80% of final average compensation.

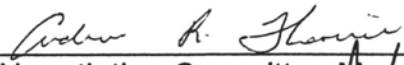
CITY OF MOUNT PLEASANT

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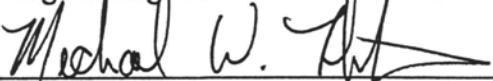
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