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**A G R E E M E N T**

**between**

**CITY OF MT. PLEASANT**

**and**

**MOUNT PLEASANT ASSOCIATION OF FIRE FIGHTERS  
OF THE  
POLICE OFFICERS LABOR COUNCIL**

**Effective: April 28, 2014 - December 31, 2016**

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1 **AGREEMENT**

2  
3 THIS AGREEMENT, April 28, 2014, between the CITY OF MOUNT PLEASANT,  
4 hereinafter referred to as the "Employer," and the MOUNT PLEASANT  
5 ASSOCIATION OF FIREFIGHTERS of the Police Officers Labor Council, hereinafter  
6 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, P.O.L.C. in accordance with the constitution and bylaws of the Union from  
26 the pay of each employee twice each month.

27 Section 2. Deductions from the first (1<sup>st</sup>) two (2) pay periods of any calendar month  
28 shall be remitted to the designated financial officer of the Local as soon as possible  
29 after the pay date. Such financial officer shall be designated by written notice from the  
30 Local 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 P.O.L.C. 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 (d) 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 (e) The expenses of the arbitrator, excepting the parties' own expenses, shall be borne  
9 equally by the Union and the City.  
10  
11 (f) 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 (g) 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 (h) The arbitrator shall be bound by the labor arbitration rules of the American Arbitration  
19 Association.  
20  
21 (i) 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 (j) 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.

1 **ARTICLE 12**  
2 **SENIORITY**

3 **Section 1. Acquiring Seniority.**

- 4 (a) Any employee hired in the bargaining unit shall be considered as probationary for the  
5 first twelve (12) calendar months of their employment. During this period, a  
6 probationary employee may be laid off or discharged by the Employer without regard  
7 to this Agreement.  
8
- 9 (b) When an employee satisfactorily completes the probationary period, the employee  
10 shall be entered on the seniority list of the bargaining unit and shall rank for seniority  
11 from the date the employee was hired as a regular, non-temporary employee. There  
12 shall be no seniority among probationary employees.  
13
- 14 (c) The Employer may extend the probationary period for an additional period of time,  
15 but not to exceed an additional three (3) calendar months, provided that the Fire  
16 Sergeants shall have an opportunity to offer input regarding any decisions to extend  
17 or not to extend the probationary period. In the event the probationary period is  
18 extended, the employee shall be notified in writing of the reasons of the extension.  
19
- 20 (d) Seniority shall be cumulative so long as any layoff period does not exceed accrued  
21 seniority at the time of layoff.  
22
- 23 (e) The Union shall represent probationary employees for the purpose of collective  
24 bargaining with respect to rate of pay, wages and hours of employment except  
25 discharged and disciplined employees for other than Union activity.  
26
- 27 (f) An employee on any type of paid leave, including worker's compensation, will  
28 continue to accrue seniority while on leave.  
29

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

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

- 33 (a) If the employee quits.  
34
- 35 (b) If the employee is discharged for just cause.  
36
- 37 (c) If a non-forty (40) hour per week employee is absent one (1) duty day or a forty (40)  
38 hour per week employee is absent two (2) duty days without properly notifying the  
39 Employer, unless a satisfactory reason is given.  
40
- 41 (d) If an employee fails to return to work within one (1) duty day after being notified to  
42 report for work, and does not have a satisfactory reason.  
43

- 1 (e) If an employee is laid off for a continuous period equal to the seniority the employee  
2 had acquired at the time of layoff.  
3
- 4 (f) If a non-forty (40) hour per week employee fails to return to work within two (2) duty  
5 days or a non-forty hour per week employee fails to return to work with four (4) duty  
6 days following a leave of absence or vacation, unless otherwise excused for a reason  
7 satisfactory to the Employer.  
8

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

- 12 (a) The word "layoff" means a reduction in the working force due to a decrease in work  
13 or a reallocation in appropriation of funds by the City Commission.  
14
- 15 (b) An employee who is laid off may make arrangements for personal payments of  
16 insurance premiums providing continuation of these benefits.  
17
- 18 (c) If it becomes necessary for a layoff, probationary employees will be laid off first. If  
19 there are no probationary employees, those with the least seniority will be laid off  
20 first. Exceptions can be mutually agreed upon by the Union and the Employer. If no  
21 agreement is reached, the layoff provision prevails.  
22

23 Section 5. Recall Procedure.  
24

- 25 (a) Employees covered by this Agreement will be recalled in accordance with their  
26 seniority, with the most senior employee recalled first. They shall be placed on job  
27 openings available, provided they are capable of performing the assigned work.  
28
- 29 (b) When recalling an employee from layoff, the Employer shall notify the employee  
30 fourteen (14) calendar days before resumption of duties by certified letter. An  
31 employee is responsible for keeping the Employer informed of the employee's proper  
32 address. The Employer's obligation is satisfied if the last known address given by  
33 the employee is used. If the employee fails to report by the date declared for  
34 resumption of duties, the employee will be terminated. Exceptions may be granted by  
35 the City Manager and his/her decision cannot be grieved.  
36

37 **ARTICLE 13**  
38 **EDUCATIONAL BENEFITS**

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

42 Section 2. The Employer will issue a check to the employee equaling 85% of the  
43 cost of tuition and fees, or 100% of the cost of tuition, whichever is greater. Payment

1 will be made following receipt of the bill from the adult education or university for up  
2 to three (3) courses, not to exceed ten (10) credit hours per calendar year (excluding  
3 Fire Fighters Training Council type courses offered through colleges or universities),  
4 provided the following conditions are met.

- 5 (a) The City's budget for the fiscal year is usually finalized in the month of December  
6 following a six (6) month budgetary process and, therefore, in order for an application  
7 to be eligible for consideration, an employee seeking further education under this  
8 Section is required to notify the department head no later than June 1st of the current  
9 year for the following year. If the course(s) are not specifically budgeted for, the  
10 application will not be approved unless funds are available in the existing  
11 departmental budget.  
12
- 13 (b) The course is job related, reflects on improved job performance, or is a degree  
14 requirement.  
15
- 16 (c) The application for payment is submitted to the department head for approval or  
17 disapproval in accordance with the advance notification requirements of this Section.  
18 The application is then forwarded to the Human Resources Director for final approval  
19 or disapproval.  
20
- 21 (d) A grade of "C" is attained on adult education or undergraduate work and "B" on  
22 graduate work.  
23
- 24 (e) In the event the employee is receiving the cost of tuition from another source, the  
25 employee shall be reimbursed for textbooks and/or required class materials, provided  
26 such costs are not subject to payment by another source. Payment shall not exceed  
27 85% of the cost of tuition and fees, or 100% of the cost of tuition, whichever is  
28 greater, and shall be in accordance with A, B, C, and D above.  
29
- 30 (f) Upon receiving the written grade report, the employee has two (2) weeks in which to  
31 submit it to Human Resources. If the conditions of paragraph D of this section are  
32 not met, or the employee terminates during the course, or the grade report is not  
33 submitted, then payroll deduction for the check issued will commence.  
34

35 **ARTICLE 14**  
36 **PROMOTIONS**

37 **Section 1.**

- 38 (a) It shall be the policy of the Employer to make promotions to positions within the  
39 bargaining unit on the basis of potential for success and qualifications of the  
40 candidate. Refer to Article 1, Recognition.  
41
- 42 (b) All promotional job classification vacancies occurring in the bargaining unit covered  
43 by this agreement, which are to be intended to be filled by the Employer, shall be

1 posted on the bulletin board for at least eight (8) calendar days prior to close of the  
2 application period. Any employee interested in such job promotions shall submit a  
3 resume to the Employer via the Human Resource Office.  
4

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

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

15  
16 (d) All seniority members of the Department may apply for the promotional vacancies,  
17 but in order to be considered for the promotional position, must meet the minimum  
18 requirements, or have an equivalent combination of formal education and experience  
19 as outlined in the job description for that position.  
20

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

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

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

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

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

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

44 (d) If the employee is unsatisfactory in the new position, the Employer may return the  
45 employee to their former position at any time following the initial ninety (90) day trial

1 period, up to a maximum of two hundred and seventy (270) days. Seniority will not be  
2 lost, and the employee will be advised in writing of the reasons for the transfer.  
3

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

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

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

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

## 34 ARTICLE 15 35 WORKING HOURS

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

41 The normal work period shall consist of nineteen (19) consecutive days. The normal  
42 tour of duty within that work period shall consist of one hundred and forty-four (144)  
43 hours of work. The paid day off designed to meet the one hundred and forty four

1 (144) hours within a nineteen (19) day cycle shall not be scheduled in a way that  
2 causes overtime without prior approval of the Fire Chief.  
3

4 For purposes of determining hours worked, all authorized paid leave shall be  
5 considered as time worked for the purposes of totaling an employee's number of  
6 scheduled duty days over the course of the calendar year. Employees shall work a  
7 reasonable amount of overtime when so directed by the Employer.

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

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

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

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

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

- 34 (a) Due to extended illness or injury.  
35  
36 (b) To cover for benefit time off equaling twelve (12) or more hours.  
37  
38 (c) To cover for schools and/or training equaling eight (8) or more hours.  
39

40 The following course of action shall be utilized for shift jump coverage: The lowest  
41 seniority person from a shift shall be offered the shift jump. If in the event the lowest

1 seniority person has a conflict concerning the jump, he/she will be responsible for  
2 finding an available person to accept the jump. In the event that the jump is not filled,  
3 the lowest seniority person shall jump or the Chief may choose to cover the shift with  
4 overtime. The following rules shall apply when utilizing a jump person:

5  
6 It is encouraged that this option is used sparingly and time off is worked out within  
7 the shift as much as possible to minimize the need to jump anyone.

8  
9 FLSA designated day off periods should be avoided, if at all possible, when utilizing a  
10 jump person.

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

13 Section 6. Shift Trade. Subject to department manpower requirements, employees  
14 shall be permitted to voluntarily trade work or leave days; provided, however, that  
15 permission in advance has been received from the Fire Chief or his/her designee.

16 When a voluntary trade occurs, the individual who trades off (employee originally  
17 scheduled to work, but traded to have the day off work) will receive any higher  
18 classification pay, holiday premium pay, etc., associated with the shift traded. The  
19 individual who trades to work and actually works the shift will not be financially  
20 compensated until and only if the trade is reciprocated by the co-worker. The City  
21 will not track, monitor or keep record of trade off or trade work hours for any other  
22 purpose than timesheets directly related to the pay period in which the trade occurs.

23 **ARTICLE 16**  
24 **SPECIAL ASSIGNMENTS**

25 Special Assignments, special teams, and related staffing levels are at the sole  
26 discretion of the Employer. Appointment to special teams or special duty  
27 assignments shall be in accordance with this Article. Special assignments shall refer  
28 to duties outside of regular job descriptions. Examples include: Fire Investigator,  
29 Hazmat Team Member, Technical Rescue Team Member, and EST Member. The  
30 Department Head shall post all special assignment openings and/or vacancies to  
31 Union members first. The assignment shall be posted for a minimum of fourteen (14)  
32 calendar days. Any Union employee interested in such special assignments shall  
33 submit a letter of interest to the Fire Chief or his/her designee. The Employer may  
34 develop written, oral, and/or practice tests, which may be used in the selection  
35 process. Final selection will be made by the Fire Chief.  
36

1 **ARTICLE 17**  
2 **OVERTIME**

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

- 5 (a) Sixteen (16) or more minutes past the hour will be rounded up to the half hour.  
6 (b) Forty-six (46) or more minutes past the hour will be rounded up to the next hour.

7 Section 2. Overtime Work Pay - All Non-Forty (40) Hour Per Week Employees. In  
8 situations where the number of hours actually worked exceeds one hundred and  
9 forty-four (144) hours within a nineteen (19) day work period tour of duty, then time  
10 and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for  
11 all hours actually worked beyond the one hundred and forty four (144) hours. Time  
12 and one-half (1-1/2) shall be paid for all hours actually worked over twenty-four (24)  
13 consecutive hours.

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

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

29 Section 5. Training and Other Meetings.

- 30  
31 (a) Attendance at scheduled events outside of the employee's regularly scheduled duty  
32 day not contiguous to the current shift shall be paid at the rate of time and one-half  
33 (1-1/2) for a minimum of two (2) hours or the number of hours actually worked,  
34 whichever is greater.

- 35 (i) Meetings  
36 (ii) Training  
37 (iii) Court  
38 (iv) Community/Public Service

1 (v) Unanticipated/Other Events (agreed upon by both the City and the  
2 Union)  
3

4 If an employee is called out of an event listed above for another incident, their pay for  
5 the event will end. Using the incident alarm time employees shall be paid at one and  
6 one-half (1 1/2) times the employee's regular rate of pay for time actually worked. If  
7 the time actually worked exceeds one hour (1) and thirty (30) minutes, the employee  
8 shall be compensated at the double-time rate for actual time worked.

9 (b) If an employee is called back to fill a shift, he/she shall be compensated at the rate of  
10 one and one-half (1 1/2) times the number of hours actually worked (see Article 20,  
11 Section 3 for shift fill worked on a holiday).

12 (c) Employees who are called back to work for duty outside of regular hours shall be  
13 paid at a minimum of two (2) hours pay at one and one-half (1 1/2) times the  
14 employee's regular rate of pay. If the time actually worked exceeds one (1) hour and  
15 thirty (30) minutes, the employee shall be paid at the double-time rate for time  
16 actually worked.

17 (d) An employee held over their regular shift shall be paid at one and one-half (1 1/2)  
18 times the employee's regular rate of pay for time actually worked beyond their regular  
19 shift. If the time actually worked exceeds one (1) hour and thirty (30) minutes, the  
20 employee shall be paid at the double-time rate for time actually worked.

21 (e) Out-of-town, four (4) or five (5) day training programs attended by non-forty (40) hour  
22 per week employees.

23 (i) A non-forty (40) hour per week employee attending training on a  
24 regularly scheduled duty day will be compensated for twelve (12) hours  
25 of work at straight time pay and will use twelve (12) hours of his/her  
26 benefit time for the remainder of the duty day unless the employee  
27 returns to work for the remainder of the shift.  
28

29 (ii) A non-forty (40) hour per week employee attending training on a  
30 scheduled day off will be compensated at one and one-half (1-1/2)  
31 his/her regular hourly rate of pay for the actual number of class time  
32 hours attended.  
33

34 Section 6. Compensatory Time. In lieu of payment of overtime, each employee shall  
35 have the option of accruing compensatory time. Each forty (40) hour per week  
36 employee may accumulate a maximum of one hundred and twenty (120) hours of  
37 compensatory time and each non-forty (40) hour per week employee may  
38 accumulate a maximum of one hundred and ninety two (192) hours. If the  
39 accumulated balance exceeds the maximum, the employee will have the next pay  
40 period to use the excess hours. If not used, the excess hours will be paid on the next  
41 paycheck.

1 The accumulated hours will appear on the employee's pay stub, which will be the  
2 official record. Any discrepancies must be reported to payroll within two pay periods  
3 or the payroll records will not be changed.

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

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

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

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

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

26 **ARTICLE 18**  
27 **EQUALIZATION OF HOURS**

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

31 **ARTICLE 19**  
32 **HOLD FOR FUTURE LANGUAGE**

33

1 **ARTICLE 20**  
2 **HOLIDAYS**

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

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

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

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

19 An employee who works on a calendar holiday as part of that employee's regularly  
20 scheduled shift shall be compensated at the employee's overtime rate of time and  
21 one-half (1-1/2) for actual hours worked. An employee who works overtime hours on  
22 a calendar holiday or who is called in to work on a calendar holiday on a regularly  
23 scheduled day off (excluding the call back provision) shall be compensated at double  
24 time the employee's regular rate for actual hours worked. An employee who is called  
25 back to work on a holiday shall be paid in accordance to Article 17, Overtime.

26 For purposes of this Section, a calendar holiday shall extend from 8:00 a.m. on the  
27 holiday to 8:00 a.m. on the following day, except Good Friday shall extend from  
28 12:00 noon to 12:00 midnight.

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

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

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

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

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

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

17 **ARTICLE 21**  
18 **VACATIONS**

19 Section 1. Employees shall be eligible for vacation leave as provided below.  
20 Vacation shall accrue on a monthly basis, not to exceed the annual maximum as  
21 indicated below:

22 A full time non-forty (40) hour per week employee shall receive vacation accrual each  
23 month in which the employee works one hundred eighty (180) hours and a forty (40)  
24 hour per week employee shall receive vacation accrual each month in which the  
25 employee works one hundred and twenty (120) hours.

26 A probationary employee who does not successfully complete his/her probationary  
27 period will have the value of any vacation time used deducted from his/her final  
28 paycheck as reimbursement to the city for time used.

29 **Vacation accruals and maximums:**

30 (a) Forty (40) hours per week employees:

<u>Years of Employment</u>	<u>Earned</u>	<u>Maximum Accrual</u>
1 year through 6 years	80 hrs. per year	240 hrs. per year
7 years through 12 years	120 hrs. per year	240 hrs. per year
13 years through 20 years	160 hrs. per year	240 hrs. per year
21 years and more	200 hrs. per year	240 hrs. per year

1 (b) Non-forty (40) hours per week employees:  
2

3 <u>Years of Employment</u>	<u>Earned</u>	<u>Maximum Accrual</u>
4 1 year through 6 years	120 hrs. per year	360 hrs. per year
5 7 years through 12 years	180 hrs. per year	360 hrs. per year
6 13 years through 20 years	240 hrs. per year	360 hrs. per year
7 21 years and more	300 hrs. per year	360 hrs. per year

- 8  
9 (i) Non-forty (40) hour a week employees hired in 1992 are exempt from  
10 the above listed maximums. A non-forty (40) hour a week employee  
11 hired in 1992 who accrues at a rate of twenty five (25) hours per month  
12 may accrue a total maximum of four hundred and twenty (420) hours  
13 for vacation on an annual basis. Furthermore, this group of employees  
14 are not eligible to participate in Article 21, Section 2b, as discussed  
15 below.  
16

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

26 Section 2. In conjunction with the process utilized for Article 20, Section 6 "Payment  
27 of Unused Holidays," employees will have the opportunity, on an annual basis, to  
28 designate vacation hours as outlined below, for payment to their deferred  
29 compensation plan. No cash payment will be allowed. Payment of said vacation  
30 hours to deferred compensation will not count toward an employee's Final Average  
31 Compensation (FAC).

32 (a) Forty (40) hour a week employees will have the following options:  
33

- 34 (i) An employee with 21 years of service or more may place the value of  
35 36 vacation hours into their deferred compensation plan at calendar  
36 year end.  
37  
38 (ii) An employee with less than 21 years of service may place the value of  
39 24 vacation hours into their deferred compensation plan at calendar  
40 year end.  
41

42 (b) Non-forty (40) hour a week employee's will have the following options:  
43

1 (i) An employee with 21 years of service or more may place the value of  
2 72 vacation hours into their deferred compensation plan at calendar  
3 year end.  
4

5 (ii) An employee with less than 21 years of service may place the value of  
6 48 vacation hours into their deferred compensation plan at calendar  
7 year end.  
8

9 (c) The City is not responsible for monitoring employee elections into deferred  
10 compensation plans and the employee must remain within IRS deferred  
11 compensation contribution rates.

12 Section 3. The minimum time periods that may be taken by an employee for  
13 vacation leave are (1) hour increments.

14 Section 4. Vacation pay shall be computed at the employee's straight time hourly  
15 rate, exclusive of shift or other premiums, received by the employee prior to the time  
16 the vacation is taken.

17 Section 5. No employee shall be absent on vacation leave more than thirty (30)  
18 consecutive calendar days without prior approval of the City Manager.

19 Section 6. Upon voluntary separation of any employee from the service of the City  
20 other than by leave of absence, the employee shall be paid at the time of separation  
21 for the unused portion of the employee's accumulated annual leave earned, provided  
22 the employee shall have given two (2) weeks written notice prior to separation.

23 **ARTICLE 22**  
24 **SICK LEAVE**

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

30 Failure to so notify prior to the minimum one (1) hour provided in this Section shall  
31 mean that an employee is not entitled to paid sick days except in emergency  
32 circumstances beyond the control of the employee. An employee who does notify in  
33 accordance with the requirements of this Section shall be entitled to sick leave and  
34 the use of paid sick days, provided the employee is otherwise eligible under the  
35 provisions of this Agreement. It is expressly understood and agreed that the  
36 minimum notification requirement set forth in this Section shall not eliminate the  
37 general rule that an employee is required to notify as soon as the employee knows  
38 that absence from work will be necessary. Unless other arrangements are made with  
39 the Fire Chief, the notification required in this Section shall be given prior to the  
40 beginning of each scheduled shift. Every sick leave in excess of seven (7) calendar

1 days must be supported by a doctor's statement. Every employee returning from  
2 sick leave after being under a doctor's care shall submit the written approval of the  
3 doctor to return to work prior to performing the employee's duties. Paid sick duty  
4 days for eligible employees may be used in hourly increments of one (1) hour or  
5 more and any fraction of an hour will be charged as a full hour.

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

14 Section 3. The accumulation of sick leave is limited to twenty four hundred (2400)  
15 hours of sick leave for non-forty hour per week employees and sixteen hundred  
16 (1600) hours for forty (40) hour per week employees.

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

- 21 (a) An employee who experiences a work-related injury which is compensable under the  
22 Worker's Compensation Law of the State of Michigan, shall be provided pay, which,  
23 when combined with the employee's Worker's Compensation benefit received shall  
24 equal the employee's regular net pay. This payment shall begin with the 8<sup>th</sup> day of  
25 incapacitation, during the timeframe worker's compensation payments are received  
26 up to a maximum of twelve (12) weeks.
- 27 (b) This payment will only be made if no light duty exists which the employee is capable  
28 of performing.
- 29 (c) Prior to the 8<sup>th</sup> day and following the twelve (12) week maximum, the employee may  
30 request in writing the prorated use of any earned but unused paid benefit time to  
31 make up the difference between the worker's compensation benefits received and  
32 the employee's regular net pay. Such benefit time may be applied to the leave at the  
33 employee's option in the amounts and order desired by the employee.

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



- 1 (d) A non-forty (40) hour per week employee who fails to report for work within two (2)  
2 duty days (48 hours) after the expiration of a leave shall be considered as a voluntary  
3 quit unless a satisfactory reason is given. A forty (40) hour per week employee who  
4 fails to report to work within four (4) duty days (32 hours) after the expiration of a  
5 leave shall be considered as a voluntary quit unless a satisfactory reason is given.  
6
- 7 (e) An employee on leave of absence may make arrangements for payment of all  
8 insurance benefits.  
9

10 Section 2. Personal Reasons.

- 11 (a) A leave of absence without pay may be granted to seniority employees for personal  
12 reasons, not to exceed thirty (30) calendar days. Such leaves shall be subject to the  
13 approval of the City Manager and they may be renewed for a further period of thirty  
14 (30) calendar days up to a maximum of ninety (90) days providing extenuating  
15 circumstances exist.  
16
- 17 (b) An employee shall be required to state the exact reasons for such leaves, and the  
18 stated reasons shall appear on the leave form.  
19

20 Section 3. Military Leave.

- 21 (a) Any seniority employee who enters into the active service of the Armed Forces of the  
22 United States will be granted a leave of absence for the period of such active service.  
23 Upon termination of such service, such employee shall be offered reemployment in  
24 accordance with the terms of the applicable Selective Service Act, provided:  
25
- 26 (i) The employee has received an honorable discharge or has been  
27 relieved of active duty under honorable conditions.  
28
  - 29 (ii) The employee is physically able to perform a job.  
30
  - 31 (iii) The employee reports for work within ninety (90) calendar days of  
32 discharge or release from active duty or release from hospitalization  
33 continuing after discharge or release.  
34

35 Section 4. Education Leave. The City Manager may authorize an educational leave  
36 without pay for a period of not more than one (1) year.  
37

38 Section 5. Union Business Leave. The Union shall be granted a total of three (3)  
39 duty days each calendar year, with pay for the administration of Union business.  
40 Such leave shall be approved by the Union President and the Department Head not  
41 less than one (1) week prior to the date of the leave.  
42

43 Section 6. Jury Leave and Pay. An employee who is summoned and reports for jury  
44 duty shall be granted a jury leave of absence with pay for such period. An employee  
45 granted a leave of absence under this Section who reports for jury duty on a day the

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

15 Section 7. Funeral Leave. Upon request an employee may be granted four (4)  
16 hours leave with pay to attend the funeral of a fellow City employee.  
17

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

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

29 (a) For medical leave of absence not covered by worker's compensation benefits, an  
30 employee may be on leave under this Section for a period of not more than eighteen  
31 (18) months after which time the employment relationship shall terminate. The  
32 eighteen (18) months shall be defined as commencing on the first date of the leave  
33 that the employee does not receive pay in the form of accrued benefit time either  
34 because (1) the paid benefit time has been exhausted or is not available, or because  
35 (2) the employee has elected not to request and utilize all or part of the employee's  
36 paid benefit time.  
37

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

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

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

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

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

40 Section 9. Bereavement Leave and Pay. Upon request, a full time, non-forty (40)  
41 hour per week employee will be granted a leave of absence with pay for up to a  
42 maximum of two (2) duty days (forty eight [48] hours) that the employee is otherwise  
43 scheduled to work following the date of death of a member of the employee's

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

16 Section 10. Personal Leave. Each employee with two hundred and seventy (270)  
17 calendar days continuous service prior to January 1 shall be credited with two (2)  
18 personal leave duty days (forty eight [48] hours for non-forty hour per week employee  
19 and sixteen [16] hours for forty [40] hour per week employees) which may be used for  
20 personal business during the succeeding twelve (12) months. Such leave may not be  
21 accumulated nor paid for upon termination of employment. Employees with less than  
22 two hundred and seventy (270) calendar days service on January 1, will be credited  
23 with one (1) duty day (twenty-four [24] hours for non-forty [40] hour per week  
24 employee and eight [8] hours for forty [40] hour per week employees) for ninety (90)  
25 to one hundred eighty (180) calendar days service and one and one-half (1-1/2) duty  
26 days (thirty six [36] hours for non-forty [40] hour per week employees and twelve [12]  
27 hours for forty [40] hour per week employees) for one hundred and eighty (180)  
28 calendar days to two hundred and seventy (270) calendar days. The exact timing of  
29 personal leave days will be subject to approval of the Fire Chief or his/her designee in  
30 order that sufficient personnel will be on hand at all times for departmental duties,  
31 recognizing that overtime may be incurred. Employees are asked to notify the Fire  
32 Chief or his/her designee of requested personal leave days as far in advance as  
33 possible. The minimum increments that may be taken by an eligible employee for a  
34 paid personal day are hourly units of one (1) hour or more and any fractions of an  
35 hour will be charged as a full hour. Personal leave days that an employee desires to  
36 use during the month of December must be scheduled no later than December 1st.

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

- 42  
43 (a) Birth of the employee's child and subsequent after birth care.  
44

- 1 (b) Placement of a child with the employee for adoption or foster care.  
2  
3 (c) To care for the employee's spouse, son, daughter, or parent who has a serious  
4 health condition.  
5  
6 (d) For a serious health condition that makes the employee unable to perform the  
7 employee's job.  
8

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

- 13 (a) Requests for Leave and Medical Certification. Employees desiring leaves of  
14 absence under this Section shall provide written notice to the City setting forth the  
15 reasons for the requested leave, whether the requested leave is for a consecutive  
16 period of time or on an intermittent basis (several blocks of time or reduced work  
17 schedule), the anticipated start date of the leave and its anticipated duration. If the  
18 need for leave is foreseeable, the employee is required to provide the written notice  
19 to the City at least thirty (30) days in advance.  
20

21 A request for leave to care for the employee's spouse, son, daughter, or parent who  
22 has a serious health condition, or a request for leave due to the employee's own  
23 serious health condition that makes the employee unable to perform the employee's  
24 job, must be supported by a medical certification issued by the health care provider  
25 of the employee or the employee's family member. If the City has reason to doubt  
26 the validity of a medical certification, it may require the employee to obtain a second  
27 opinion at the City's expense from a health care provider of the City's choice. If the  
28 opinions of the employee's and the City's designated health care providers differ, the  
29 City may require the employee, at the City's expense, to obtain medical certification  
30 from a third health care provider designated or approved jointly by the City and the  
31 employee. The City shall have the right to require medical recertification's at  
32 reasonable intervals during the leave, at the City's expense.  
33

- 34 (b) Paid Benefit Time Applied to Leave. At the employee's option, leave granted under  
35 this Section may be paid or unpaid only to the extent that the employee has available  
36 any accrued but unused paid benefit time, in accordance with the following  
37 procedure:  
38

- 39 (i) In cases where the leave is needed due to the birth of a child, or an  
40 employee's or family member's serious health condition, accrued but  
41 unused paid benefit time available to the employee shall be applied in  
42 the amount and order desired by the employee.  
43  
44 (ii) In cases where the leave is needed due to the placement of a child with  
45 the employee for adoption or foster care, any accrued benefit time,  
46 excepting sick time, may be used. Upon exhaustion of the amount of

1 accrued but unused paid benefit time desired, the remainder of the  
2 leave shall be without pay.  
3

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

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

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

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

32 **ARTICLE 24**  
33 **RULES AND REGULATIONS**

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

39 Section 2. Drug and Alcohol Testing. The Employer reserves the right, through  
40 negotiations with the bargaining unit, to institute a drug and alcohol testing policy and

1 the operating procedures to enact such policy to ensure the safety of its employees  
2 and the citizens of Mt. Pleasant. The Policy hereafter referred to as the Mt. Pleasant  
3 Public Safety Fire Department Drug and Alcohol Testing Policy, shall be made a part  
4 of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety Fire  
5 Department.

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

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

19 Initial standards will be instituted as soon as reasonably possible after January 1,  
20 1995, through a joint committee of Employer and Union representatives.

## 21 **ARTICLE 25** 22 **LIFE AND HOSPITALIZATION INSURANCES**

23 Section 1. The Employer agrees to pay the required premium for group term life  
24 insurance and group term accidental death and dismemberment insurance for each  
25 full time employee equal to one (1) times the employee's annual salary at straight  
26 time rates as set forth in the pay plan under Section 1 of Article 29 rounded to the  
27 nearest one thousand dollars (\$1,000.00). Coverage shall begin for a new employee  
28 the first (1<sup>st</sup>) day of the month following one hundred and eighty (180) calendar days  
29 of service.

30 Section 2. Hospitalization - Surgical - Medical Insurance. During the term of this  
31 Agreement, the Employer agrees to make available a group hospitalization benefit  
32 program, approved by the Employer, for eligible permanent regular full time  
33 employees who are scheduled to work thirty (30) or more hours per week on a  
34 continuous basis and who elect to participate covering certain hospitalization, surgical  
35 and medical expenses for employee-only coverage and for eligible dependent  
36 coverage. The benefit program shall be on a voluntary basis for eligible employees.  
37 The Employer agrees to provide employee-only coverage and eligible dependent  
38 coverage under terms and conditions governing the group benefit program as set  
39 forth in the master policy or policies governing the program. The spouse of an  
40 employee who has health insurance available through his/her employer must enroll in

1 the health insurance if, as determined by the Employer, the cost to the spouse is not  
 2 prohibitive. To assist in paying for out-of-pocket expenses that may occur if faced  
 3 with a life threatening illness during the plan year, employees may cash in banked  
 4 vacation, compensatory, holiday and/or personal days, and/or the City will make a  
 5 low-interest loan available for the remaining amount up to a maximum of three  
 6 thousand dollars (\$3,000.00). Repayment of the low-interest loan will occur by  
 7 payroll deduction within 18 months of the loan date.

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

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

10  
 11 The following traditional health insurance and prescription drug program are effective  
 12 January 1, 2014.  
 13

<b>Employee Annual Premium Co-Share (pre-tax)</b> (Prorated over 24 pays in the year)	
2014	<ul style="list-style-type: none"> <li>• \$500 Individual</li> <li>• \$1,000 Family</li> </ul>
2015	<ul style="list-style-type: none"> <li>• \$600 Individual</li> <li>• \$1,250 Family</li> </ul>
2016	<ul style="list-style-type: none"> <li>• \$600 Individual</li> <li>• \$1,250 Family</li> </ul>

	<b>In-Network</b>	<b>Out-of-Network</b>
Benefit Level	<ul style="list-style-type: none"> <li>• 90/10% unless noted under the plan</li> <li>• \$20 office visit</li> </ul>	<ul style="list-style-type: none"> <li>• 70/30% of reasonable and customary (R&amp;C) charges on most services</li> </ul>
Annual Deductible	<b>2014-2016</b> <ul style="list-style-type: none"> <li>• \$150 Individual</li> <li>• \$300 Family</li> </ul>	<b>2014-2016</b> <ul style="list-style-type: none"> <li>• \$300 Individual</li> <li>• \$600 Family</li> </ul>
Out-of-Pocket Maximums  (Does not include the deductible or office visit)	<b>2014-2016</b> <ul style="list-style-type: none"> <li>• \$550 Individual</li> <li>• \$1,100 Family</li> </ul>	<b>2014-2016</b> <ul style="list-style-type: none"> <li>• \$2,100 Individual</li> <li>• \$4,200 Family</li> </ul>

1 Chiropractic benefits will be provided up to an annual maximum of \$2,000 per  
2 enrollee.  
3

Prescription Drug Program	
January 2014-2016	<ul style="list-style-type: none"><li>• 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name</li><li>• \$50 co-pay on drugs costing \$500 or more</li><li>• Mail order: 2 x retail co-pay for a 90-day supply</li><li>• 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</li><li>• \$250/month per person total maximum co-pay</li></ul>

4  
5 In lieu of the traditional health insurance and prescription drug program, a consumer  
6 driven health insurance with a Health Reimbursement Account (HRA) and  
7 prescription drug program is available to all employees through the cafeteria plan.  
8 Employees enrolled in this option do not have a premium co-share.  
9

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

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

18 New employees, whose insurance becomes effective on or before the fifteenth (15<sup>th</sup>)  
19 day of the month, will pay a full month's premium co-share. Employees whose  
20 insurance becomes effective after the fifteenth (15<sup>th</sup>) day of the month begin paying  
21 the premium co-share the following month. Premium co-share payments are  
22 deducted from the employee's payroll check beginning with the first pay date  
23 following the effective date of benefits on a prorated basis over the remaining pays.

24 In the event that an employee quits or the employee's employment with the Employer  
25 is otherwise terminated, or in the event that an employee is on layoff, any premium  
26 co-share due will be deducted from the employee's final regular paycheck, The group  
27 benefit program and the employee's obligation for premium co-share shall continue  
28 in effect until the end of the last day of the month in which the quit, termination or  
29 layoff occurs. In the event that an employee is on leave of absence, the group

1 benefit program shall continue in effect until the end of the last day of the month in  
2 which the leave of absence occurs; provided, however, that the group benefit  
3 program may be continued thereafter during the leave of absence, provided the  
4 employee makes the proper arrangements and the employee makes timely payment  
5 of the required cost of the benefit program. Other specific terms and conditions  
6 governing the group benefit program are set forth in the master policy or policies  
7 governing the program.

8 **ARTICLE 26**  
9 **PENSION/RETIREMENT BENEFITS**

10 Section 1. Retirement Notification. Employees considering retiring from City  
11 employment are required to file a written "notice of intent" to retire six months in  
12 advance of the employee's anticipated retirement date. A formal, written  
13 commitment to retire, including a specific retirement date, must be provided not less  
14 than thirty (30) days in advance of the employee's retirement date. Such written  
15 notices shall be filed with the Director of Public Safety and the Human Resources  
16 department. Any and all time limits may be waived or altered upon the approval of  
17 the City Manager, Union President, and a third person, agreed to by both parties,  
18 provided extenuating circumstances or life-changing events occur.

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

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

- 26 (a) Continue in the health insurance plan as a retiree,  
27 (b) Discontinue participation in the health care plan; or  
28 (c) Defer participation in the plan to a date/event specific and sign up at date/event  
29 specific.

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

34 The following identifies eligibility for and the length of time a retired full time  
35 employee and/or his/her dependents may participate in the City's group health plan  
36 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"> <li>1) continuous coverage at retirement OR take one-time insurance deferment option to a date certain and sign up at date/event certain;</li> <li>2) pay premiums on time; and</li> <li>3) sign up for Medicare A &amp; B when eligible</li> </ol>
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 employee's retirement	Not eligible for coverage
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

1  
 2 Section 3. Pension Plan. All employees with one hundred and eighty (180) calendar  
 3 days of service will be included in the retirement plan provided by Act 345, Public  
 4 Acts of 1937, as amended.

5 Section 4. Pension Benefits.

1 (a) Spousal Vesting.  
2

3 (i) If an employee has worked and/or purchased at least ten (10) years of  
4 service and a non-duty death occurs while employed by the City, the  
5 employee's spouse will be paid a survivor pension for the remainder of  
6 the spouse's life. The amount is computed as if the employee had  
7 retired the day preceding the employee's death with a straight life  
8 pension, and elected Option 1.  
9

10 (ii) If a duty death occurs while employed by the City, the employee's  
11 spouse will be paid a survivor pension when worker's compensation  
12 benefits cease for the remainder of the spouse's life. The amount is  
13 equal to the worker's compensation benefit paid when worker's  
14 compensation benefits stop.  
15

16 (b) Retirement.  
17

18 (i) Effective, the first pay date in January 2015, the employee's  
19 contribution to the 345 Pension Plan shall be 5% of the employee's  
20 payroll.  
21

22 (ii) Employees hired prior to December 31, 2014, shall incur a Pension  
23 Plan Contribution reduction to 4%, if and when the Police and Fire  
24 Pension Fund maintains at least an 86% or greater funding position, as  
25 provided by the fund's actuarial firm and confirmed by the City's Police  
26 and Fire Retirement Board.  
27

28 (iii) Employee's hired on or after January 1, 2015, will maintain a 5%  
29 Pension Fund Contribution regardless of the Police and Fire Pension  
30 funding level.  
31

32 (iv) Eligibility for retirement is a minimum of age fifty (50) and a minimum of  
33 twenty-five (25) years of service or age sixty (60) with a minimum of ten  
34 (10) years of service. The plan provides for a three (3) year FAC (best  
35 three [3] of final five [5] years) and a ten (10) year vesting period. The  
36 monthly pension benefit for retirees shall be calculated at 2.75% for the  
37 first twenty-five (25) years of service and 1% for each year thereafter.  
38 The maximum allowable benefit shall not exceed 80% of the FAC.  
39

40 (c) Thirteenth Check Provision. In accordance with this Agreement, any firefighter  
41 retiree shall be eligible to collect a thirteenth or one additional pension benefit  
42 payment payable on an annual basis. Payments shall be processed by the City  
43 within two (2) weeks following the City's receipt of the actuarial report for the year  
44 immediately preceding and shall be pro-rated according to the number of months  
45 retired in the calendar year.  
46

1 Such benefit will be computed based on the following formula: Provided that the  
2 fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board,  
3 determine that the Firefighter's Pension Fund maintains no less than an 84% funded  
4 position. In the event that the economic conditions of the City and the 345 Pension  
5 Fund changes, the City and the Association agree to enter into discussions to review  
6 potential amortization schedules.  
7

8 Retirees prior to January 1, 2000:  
9

10 5.0% TIMES total benefit dollars paid out to all firefighter retirees for prior year  
11 MULTIPLIED BY  
12 the proportion of pre-2000 firefighter retirees to all firefighter retirees  
13 DIVIDED BY  
14 number of firefighter retirees retired prior to January 1, 2000  
15 EQUALS  
16 payment to each firefighter retiree retired prior to January 1, 2000  
17  
18

19 Retirees after January 1, 2000:  
20

21 7.5% TIMES total benefit dollars paid out to all firefighter retirees for prior year  
22 MULTIPLIED BY  
23 the proportion of post-1999 firefighter retirees to all firefighter retirees  
24 DIVIDED BY  
25 number of firefighter retirees retired after January 1, 2000  
26 EQUALS  
27 payment to each firefighter retiree retired after January 1, 2000  
28

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

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

31 11 firefighters receiving pension

32 9 firefighters retired prior to 1/1/2000

33 2 firefighters retired after 1/1/2000  
34

35 The calculation for pre-2000 retirees would be:

36 .05 times \$228,104 = \$11,405

37 \$11,405 multiplied by 9/11ths = \$9,331

38 \$9,331 divided by 9 = \$1,036

39 \$1,036 is payment to each of nine firefighter retirees who retired prior to 1/1/2000  
40

41 The calculation for 2000 and after retirees would be:

42 .075 times \$228,104 = \$17,107

43 \$17,107 multiplied by 2/11ths = \$3,110

44 \$3,110 divided by 2 = \$1,555

45 \$1,555 is payment to each of two firefighter retirees who retired after 1/1/2000  
46

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

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

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

11 (a) Such purchase must take place within one (1) year following completion of the  
12 probationary period for a full-time firefighter. Firefighters hired prior to March 1,  
13 2000, can purchase eligible years of service at any time.

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

16 (c) FORMULA:

17 Service Credits – Years:

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

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

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

23 Cost to Purchase Service Credits:

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

Employee's Beginning Full-time Annual Wage X	Employee's Contribution Rate X	Yrs. of Service Credit =	Employee's Contribution
--	--------------------------------------	-----------------------------	----------------------------



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 P.O.L.C.  
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 (1<sup>st</sup>) pay date in January of each  
27 year of the Agreement.  
28  
29 (b) The Employer and Union have agreed to evenly distribute required work hours, thus  
30 creating a one hundred and six (106) hour pay period which conforms to a nineteen  
31 (19) day work cycle and when multiplied by twenty-six (26) pay periods in a calendar  
32 year, equals 2756 annual work hours for a non-forty (40) hour per week employee.  
33  
34 (c) All forty (40) hour per week employees will work a standard eighty (80) hour pay  
35 period, which represents a fourteen (14) day work cycle and a total of two thousand  
36 and eighty hours on an annual basis.  
37  
38 (d) 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.  
40

1 (e) Effective the first (1<sup>st</sup>) pay date of January 2014, employees shall be paid on the  
 2 basis of the following pay plan.  
 3

2014	
Classification	Hourly
Fire Fighter	
• Start	\$14.69
• 18 Month	\$16.32
Fire Equipment Operator	
• Start	\$16.58
• 6 Month	\$16.87
• 1 Year	\$17.79
• 2 Year	\$19.18
• 3 Year	\$22.35
Fire Sergeant	\$23.76
Fire Lieutenant	\$32.56
Fire Captain	\$34.23

4 (f) Effective the first (1<sup>st</sup>) pay date of January 2015, in the second (2<sup>nd</sup>) year of this  
 5 Agreement, employees shall be paid on the basis of the following pay plan.  
 6  
 7

2015	
Classification	Hourly
Fire Fighter	
• Start	\$15.06
• 18 Month	\$16.70
Fire Equipment Operator	
• Start	\$16.97
• 6 Month	\$17.26
• 1 Year	\$18.19
• 2 Year	\$19.59
• 3 Year	\$22.79
Fire Sergeant	\$24.22
Fire Lieutenant	\$33.18
Fire Captain	\$34.86

8 The rates for 2015 represent a 1% increase from 2014, and the addition of the  
 9 annual uniform allowance added in as a per hour amount.  
 10

11 Effective the first (1<sup>st</sup>) pay date of January 2015, any current employee classified as a  
 12 Fire Fighter will be re-classified as a Fire Equipment Operator and their pay rate will  
 13 be increased to the 2015 Fire Equipment Operator 3<sup>rd</sup> year pay step.  
 14

1 The City reserves the right to retain the Fire Fighter classification within the contract.  
 2 As agreed, the City will solicit input from the 2014 POLC negotiation team, if and  
 3 when the need to fill a Fire Fighter position arises. The parties agree to discuss the  
 4 appropriate higher classification pay parameters based on the new position via the  
 5 Labor Management process.  
 6

7 (g) Effective the first (1<sup>st</sup>) pay date of January 2016, in the third (3<sup>rd</sup>) year of this  
 8 Agreement, employees shall be paid on the basis of the following pay plan.  
 9

2016	
Classification	Hourly
Fire Fighter	
• Start	\$15.21
• 18 Month	\$16.87
Fire Equipment Operator	
• Start	\$17.14
• 6 Month	\$17.43
• 1 Year	\$18.37
• 2 Year	\$19.79
• 3 Year	\$23.02
Fire Sergeant	\$24.46
Fire Lieutenant	\$33.51
Fire Captain	\$35.21

10  
 11 The 2016 increase represent a 1% flat increase from the 2015 hourly rates.  
 12

13 Section 2. The skill based pay benefit shall be an annual lump sum payment to  
 14 eligible employees actively employed on the January 1 determination date. Payment  
 15 for the prior year's benefit shall be paid within the first three (3) weeks of the new-  
 16 year. Employees who do not possess the certification for a full twelve months will  
 17 receive a prorated monthly benefit. The payment will be prorated to the date of  
 18 successful completion of the test/degree as of the fifteenth (15th) of the month. An  
 19 employee whose test/degree occurs after the fifteenth (15th) of the month shall not  
 20 receive payment for that month.  
 21  
 22

1 (a) Employee's hired on or before December 31, 2013, may receive payment for the  
2 highest level of any officer certification, added to highest level of either Associate's or  
3 Bachelor's Degree with a maximum benefit to any individual employee not to exceed  
4 three thousand seven hundred dollars (\$3,700.00).

5  
6 Skill Based Pay Schedule

7

8 Fire Officer I	\$1,000
9 Fire Officer II	\$1,200
10 Fire Officer III	\$1,750
11 Associate Degree	\$1,700
12 Bachelor Degree	\$1,950

13

14 (b) Employee's hired into P.O.L.C. on or after January 1, 2014, may receive the  
15 following:

16  
17 (i) A Firefighter or Fire Equipment Operator may receive payment for the  
18 highest level of Fire Officer Certification obtained.

19

20 Fire Officer I & II	\$1,200
21 Fire Officer III	\$1,750

22

23 (ii) A Sergeant, Lieutenant, or Captain/Fire Marshal may receive payment  
24 for the highest degree level obtained.

25

26 Associate Degree	\$1,700
27 Bachelor Degree	\$1,950

28

29 Section 3. Equipment Operator Compensation. In the event there is no Fire  
30 Equipment Operator on duty, the most senior Fire Fighter on duty shall be  
31 designated as the Fire Equipment Operator. The Fire Fighter designated as the Fire  
32 Equipment Operator shall receive the regular rate of pay plus the hourly pay rate  
33 difference between a Fire Fighter and the third year pay step of a Fire Equipment  
34 Operator.

35  
36 Section 4. Duty Officer Compensation. In the absence of a Fire Sergeant, the most  
37 senior employee on duty shall be designated as the duty officer. The duty officer  
38 shall receive the regular rate of pay plus the hourly rate difference between a Fire  
39 Sergeant and the third year step of a Fire Equipment Operator.

40  
41 Section 5. Fire Lieutenant Compensation When Working Out Of Classification. The  
42 Fire Lieutenant shall be compensated at the Captain's regular base rate of pay  
43 beginning with the 22nd consecutive and full calendar day that the Captain is absent  
44 from work. Such compensation shall continue until the Captain returns to work. The  
45 Fire Chief has the authority to begin the out of classification compensation pay prior  
46 to the twenty second (22nd) day when special circumstances exist.

1 **ARTICLE 30**  
2 **SAVING CLAUSE**

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

7 **ARTICLE 31**  
8 **TERMINATION AND MODIFICATION**

9 This Agreement shall continue in full force and effect until 11:59 p.m., December 31,  
10 2016.

11 Section 1. If either party desires to terminate this Agreement, it shall, one hundred  
12 twenty (120) calendar days prior to the termination date, give written notice of  
13 termination. If neither party shall give notice of amendment, as hereinafter provided,  
14 or if each party giving a notice of termination withdraws the same prior to termination  
15 date, this Agreement shall continue in effect from year to year thereafter, subject to  
16 notice of termination by either party one hundred twenty (120) calendar days written  
17 notice prior to the current year's termination date.

18 Section 2. If either party desires to modify or change this Agreement, it shall, one  
19 hundred twenty (120) calendar days prior to the termination date or any subsequent  
20 termination date, give written notice of amendment, in which event the notice of  
21 amendment shall set forth the nature of the amendment of this Agreement has been  
22 given in accordance with this paragraph, this Agreement may be terminated by either  
23 party on ten (10) calendar days written notice of termination. Any amendments that  
24 may be agreed upon shall become and be a part of this Agreement without modifying  
25 or changing any of the other terms of this Agreement.

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

31

1 CITY OF MOUNT PLEASANT

MOUNT PLEASANT ASSOCIATION  
OF FIRE FIGHTERS, Police Officers  
Labor Council

2  
3  
4  
5  
6  
7 By: Sharon Tilmann  
8 Sharon Tilmann, Mayor

By: Mehal W. [Signature]  
Negotiating Committee Member

9  
10  
11 By: Jeremy Howard  
12 Jeremy Howard, City Clerk

By: [Signature]  
Negotiating Committee Member

13  
14  
15 Dated: 5/21/14

By: Randy Keebler  
Negotiating Committee Member

16  
17  
18  
19  
20 By: [Signature]  
Negotiating Committee Member

21  
22  
23 By: [Signature]  
24 POLC Business Agent

25  
26

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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: Sharon Tillman  
Sharon Tillman, Mayor

By: Jeremy Howard  
Jeremy Howard, City Clerk

Dated: 5/21/14

MOUNT PLEASANT ASSOCIATION  
OF FIRE FIGHTERS

Police Officer Labor Council  
By: [Signature]  
Negotiating Committee Member

By: [Signature]  
POLC Business Agent

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