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**AGREEMENT**

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**BETWEEN**

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**CITY OF MOUNT PLEASANT**

4

**AND**

5

**THE MOUNT PLEASANT FIREFIGHTERS ASSOCIATION**

6

**EFFECTIVE: January 1, 2016 – December 31, 2020**

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1 **AGREEMENT**

2 This Agreement, effective the first day of January, 2016, between the City of Mt.  
3 Pleasant (hereinafter referred to as the "EMPLOYER") and the Mount Pleasant  
4 Firefighters Association of the Mt. Pleasant Fire Department (hereinafter referred to as  
5 "EMPLOYEES" and "Paid on Call Firefighters").

6 WHEREAS, the EMPLOYER has, for many years, provided  
7 protection to its citizens from the threats of fire by utilizing members of the  
8 community to serve as EMPLOYEES, and

9 WHEREAS, the EMPLOYER has formed an organization known as  
10 Paid on Call Firefighters, and

11 WHEREAS, the EMPLOYER has enjoyed an outstanding record in  
12 preventing and controlling fires in the community, and it is in the best  
13 interest of the people of this City to continue providing fire protection  
14 utilizing the services of the EMPLOYEES.

15 NOW, THEREFORE, BE IT RESOLVED, That the EMPLOYER  
16 and the EMPLOYEES, in the interest of providing the best possible fire  
17 protection for the City of Mt. Pleasant, set forth this Agreement which  
18 expresses the understanding of both parties for services provided to the  
19 community and the obligations of the EMPLOYER and EMPLOYEES to  
20 each other.

21 **PURPOSE AND INTENT**

22 The general purpose of the Agreement is to set forth the terms and conditions of  
23 employment and to promote orderly, cooperative and respectful labor relations.

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

29 The primary objective of the EMPLOYEES and the EMPLOYER, working as  
30 equal partners, is to provide the best level of service to the citizens who live in and visit  
31 our community.

32 To these ends, the Paid on Call Firefighters and the City are committed to using  
33 this Agreement to create a healthy organization, a beneficial working climate, and the  
34 continued attraction and retention of highly qualified personnel who shall ensure a high  
35 standard of service excellence.

36 **ARTICLE I**  
37 **RECOGNITION - EMPLOYEES COVERED**

38 The EMPLOYER shall recognize the EMPLOYEES of the Mt. Pleasant Fire  
39 Department as an independent group of EMPLOYEES.

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**ARTICLE II  
ASSOCIATION DUES**

During the term of this Agreement, the EMPLOYER will deduct Association dues for the Paid on Call Firefighters Association from each EMPLOYEE'S pay on a bi-weekly process.

A. Deductions will be remitted to the designated financial officer of the Association. The Association financial officer will notify the payroll office in writing of the amount of the Association dues. Such officer shall be designated by written notice from the Association.

B. The EMPLOYER shall not be liable to the Association by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from EMPLOYEE wages and the Association agrees to hold the EMPLOYER harmless for any and all claims arising out of its agreement to deduct dues.

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**ARTICLE III  
RIGHTS OF EMPLOYER**

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

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

Section 3: The EMPLOYER reserves the right to institute a drug and alcohol testing policy and the operating procedures to enact such policy to ensure the safety of its EMPLOYEES and the citizens of Mt. Pleasant. The Policy hereafter referred to as the Mt. Pleasant Public Safety Fire Department Drug and Alcohol Testing Policy, shall be made a part of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety Fire Department.

All EMPLOYEES are eligible to participate in an Employee Assistance Program or similar program to aid and assist EMPLOYEES with personal, emotional, medical, substance abuse or other behavioral problems which may affect job performance.

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**ARTICLE IV  
RIGHTS OF EMPLOYEES**

Section 1: EMPLOYEES shall be permitted to recommend through the Paid on Call Fire Officers on the permanent status of probationary EMPLOYEES.

1 Section 2: Any EMPLOYEE who is scheduled for an interview concerning disciplinary  
2 action that may be made part of his/her record may, if he/she so desires, request the  
3 presence of an elected representative.

4 **ARTICLE V**  
5 **FAIR EMPLOYMENT STANDARDS**

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

8 **ARTICLE VI**  
9 **TRAINING MEETINGS**

10 Regular training meetings will be held twice each month up to a maximum of five  
11 (5) hours. Training meetings will be held on the second and fourth Thursdays. The  
12 time and day of training may vary as mutually agreed upon between the Paid on Call  
13 Fire Officers and the Fire Chief. All EMPLOYEES shall complete a minimum of  
14 nineteen (19) regular training sessions annually, which includes all state and federally  
15 mandated training. Training designated as mandatory on the annual training schedule  
16 must be mutually agreed upon by the Paid on Call Fire Officers and the Fire Chief to be  
17 considered mandatory. Mandatory training is a part of regular training and shall be  
18 made up in accordance with departmental policy.

19 **ARTICLE VII**  
20 **PROMOTIONS**

21 There will be one (1) Paid on Call Fire Officer for every five (5) Paid on Call  
22 Firefighters to a maximum of four (4) Paid on Call Fire Officers.

23 Promotion to Paid on Call Fire Officer will be based on recommendation from the  
24 Paid on Call Firefighters with the final selection made by the Fire Chief.

25 The selection process may include an interview of the candidates by a panel  
26 selected by the Fire Chief, which will include at least one (1) Paid on Call Firefighter.

27 Appointment to Paid on Call Fire Officer is a permanent appointment contingent  
28 on acceptable annual review by the Fire Chief with input from the Paid on Call  
29 Firefighters.

30 Minimum qualifications for the appointment to Paid on Call Fire Officer are:

- 31 Michigan Firefighters Training Council (MFFTC) Fire Fighter II
- 32 Incident Command Training including National Incident Management  
33 System (NIMS) training
- 34 Hazardous Materials Operations Level Training
- 35 Michigan Firefighters Training Council (MFFTC) Fire Officer I
- 36 Four years experience with the Mt. Pleasant Fire Department



1 Section 2: Recall. EMPLOYEES covered by this Agreement will be recalled in  
2 accordance with their seniority, with the most senior EMPLOYEE recalled first. They  
3 shall be placed on job openings available, provided they are capable of performing the  
4 assigned work.

5 When recalling an EMPLOYEE from layoff, the EMPLOYER shall notify the  
6 EMPLOYEE fourteen (14) calendar days before resumption of duties by certified letter.  
7 An EMPLOYEE is responsible for keeping the EMPLOYER informed of the  
8 EMPLOYEE'S proper address. The EMPLOYER'S obligation is satisfied if the last  
9 known address given by the EMPLOYEE is used. If the EMPLOYEE fails to contact the  
10 Fire Chief by the date declared for resumption of duties, the EMPLOYEE will be  
11 terminated. Exceptions may be granted by the City Manager and his/her decision  
12 cannot be grieved.

13 Recall rights will continue consecutively for a period of two (2) years or the length  
14 of the EMPLOYEE'S seniority acquired by the EMPLOYEE at the time of the layoff,  
15 whichever is the lesser.

## 16 **ARTICLE X**

### 17 **GRIEVANCES AND APPEALS**

18 Section 1: General. All references to calendar days excludes Saturdays, Sundays,  
19 and holidays. All grievances shall be filed in writing, dated and signed by the  
20 EMPLOYEE involved in the grievance.

21 Any grievance not advanced by the EMPLOYEES to the next higher level within  
22 the time limits provided shall be considered settled without precedent. If the time limit is  
23 not followed by the EMPLOYER, the grievance shall be automatically advanced to the  
24 next step of the grievance procedure until it reaches the final step of the grievance  
25 procedure.

26 The time limits identified below may be extended, if mutually agreed upon by  
27 both parties.

28 Section 2: Grievance Procedure. Special conferences for any matters, including  
29 proposed grievances, may be arranged between the EMPLOYEES' representative and  
30 the City Manager upon the request of either party. Special conferences shall be  
31 informally arranged and the matters to be considered at such meeting shall be agreed  
32 to by both parties. Conferences may be attended by others having a particular  
33 knowledge of the problems to be discussed, if it is agreeable to both parties.

34 In the event any EMPLOYEE has a grievance arising out of the course of the  
35 EMPLOYEE'S employment, the matter shall first be taken up with one of the two  
36 members of the EMPLOYEE group elected to represent EMPLOYEES for the purposes  
37 of counseling with the Fire Chief relative to working conditions and other items. The  
38 matter will then be addressed with the Fire Chief by the aggrieved EMPLOYEE and/or  
39 EMPLOYEE'S representative within fourteen (14) calendar days after the grievance  
40 allegedly occurred. An oral answer by the Fire Chief must be given within four (4)  
41 calendar days.

42 The names of the EMPLOYEE group representatives shall be provided in writing

1 to the Director of Human Resources and Fire Chief by January 15 of each year.

2 If no satisfactory resolution is reached with the Fire Chief, the aggrieved  
3 EMPLOYEE or EMPLOYEE'S representative may, within five (5) calendar days, submit  
4 the grievance to the Director of Public Safety in writing and a written decision shall be  
5 given to the EMPLOYEE and the EMPLOYEE'S representative within five (5) calendar  
6 days.

7 If no satisfactory resolution is reached, the aggrieved EMPLOYEE or the  
8 EMPLOYEE'S representative may, within five (5) calendar days, submit the matter to  
9 the City Manager in writing. Upon receipt of the written grievance, the City Manager will  
10 schedule a hearing to be held within twenty one (21) calendar days. After the  
11 conference between both parties, the City Manager will submit a written decision to the  
12 EMPLOYEE and/or the EMPLOYEE'S representative within ten (10) calendar days.

13 Grievances not settled to the EMPLOYEES' satisfaction at the City Manager  
14 level, leaves the alternative of filing a complaint with the Department of Labor, State of  
15 Michigan, by the aggrieved EMPLOYEE.

16 **ARTICLE XI**  
17 **WORKING HOURS**

18 Section 1: It is the intent of the EMPLOYER to assure that sufficient services are  
19 being provided by each individual EMPLOYEE, and that EMPLOYEES respond to fire  
20 alarms whenever possible and shall continue until such time as the equipment is  
21 restored to a readiness condition.

22 No EMPLOYEE shall respond to less than 30% of all alarms within each six  
23 month period. Failure to meet the established run percentage or a pattern of not  
24 meeting this expectation will result in disciplinary action up to and including termination.

25 All POC Fire EMPLOYEES will be permitted to request sign out days for a  
26 maximum of twenty (20) days per calendar year. The sign out procedure will be  
27 established by the Fire Chief. Employees may sign out for a minimum of two (2)  
28 consecutive days and a maximum of fourteen (14) consecutive days. During an  
29 approved sign-out, EMPLOYEES will be excused from responding to alarms and any  
30 such alarms occurring during that period of time will not be included in that  
31 EMPLOYEE'S percentage calculation. EMPLOYEES must sign out prior to the first day  
32 of the period of absence. Fifty percent (50%) of the EMPLOYEES must be available at  
33 all times. It is agreed that at no point will more than 50% of EMPLOYEES be allowed to  
34 sign-out at the same time. See Article XII, Section 1, A, if you need to request a leave  
35 longer than fourteen (14) consecutive days.

36 To assure the EMPLOYER that the 30% minimum response rate established for  
37 EMPLOYEES does not jeopardize the safety of the citizens of the City of Mt. Pleasant  
38 or inhibit the Department's ability to adequately fight fires, the EMPLOYEES must  
39 maintain a 50% minimum response rate as a group during any given calendar quarter.

40 In the event that the total group's response rate falls below the 50% threshold,  
41 the EMPLOYER and the EMPLOYEES agree to meet and consider options and

1 alternatives relative to this issue alone.

2 Section 2: In order to insure a minimum response of personnel to fire or emergency  
3 alarms, the EMPLOYEES shall assure that never less than one-fourth of the total  
4 manpower will be available.

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## ARTICLE XII

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### EXTENDED LEAVES OF ABSENCE

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#### Section 1: General Conditions.

9

A. Any leave over fourteen (14) calendar days must have advanced approval  
10 of the Fire Chief or his/her designee and shall be submitted on  
11 departmental leave of absence form. A copy of the approved absence  
12 form will be forwarded to Human Resources and retained in the  
13 appropriate employee file.

14

B. All medical leaves must have advance approval of the Fire Chief or  
15 his/her designee and shall be submitted on the departmental leave of  
16 absence form.

17

C. An EMPLOYEE giving false information to obtain a leave of absence or an  
18 EMPLOYEE who fails to follow departmental policy on sign out shall be  
19 subject to discipline in accordance with the Employee Conduct and  
20 Disciplinary Action Policy.

21

D. An EMPLOYEE on leave of absence may make arrangements for  
22 payment of any insurance benefits for which they are eligible.

23

E. Excepting worker's compensation benefits, all compensation ceases the  
24 31st day after the leave commences. Insurance benefits are administered  
25 as addressed in Article XIV.

26

#### Section 2: Military Leave.

27

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

32

1. The EMPLOYEE has received an honorable discharge or has been  
33 relieved from active duty under honorable conditions.

34

2. The EMPLOYEE is physically able to perform the job.

35

3. The EMPLOYEE reports for work within ninety (90) calendar days  
36 of discharge or release from active duty or release from  
37 hospitalization continuing after discharge or release.

38

Section 3: Illness, Injury and Medical Leave. A medical leave of absence for illness,  
39 injury or medical, including pregnancy, shall be granted to EMPLOYEES upon

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1 presenting acceptable verification to the EMPLOYER. The EMPLOYER may request at  
2 any time as a condition of continuance of any medical leave of absence, proof of  
3 continuing disability or sickness.

4 An EMPLOYEE shall be entitled to be on a medical leave of absence under this  
5 Section for a period of not more than ninety (90) days. Additional extensions of up to  
6 thirty (30) days of time may be granted upon request and subject to the EMPLOYER'S  
7 right to require medical proof or other verification acceptable to the EMPLOYER.

8 A. For medical leave of absence not covered by worker's compensation  
9 benefits, an EMPLOYEE may be on leave under this Section for a period  
10 of not more than one (1) year, after which time the employment  
11 relationship shall terminate. Health insurance benefits for eligible  
12 EMPLOYEES shall cease on the 91<sup>st</sup> day after a leave commences. All  
13 other forms of compensation cease on the 31<sup>st</sup> day after a leave  
14 commences. Insurance benefits are administered as addressed in Article  
15 XIV.

16 B. For medical leave of absence due to injury on the job and which is  
17 covered by worker's compensation benefits, and/or which prevents the  
18 EMPLOYEE from continuing his/her normal work duties in pursuit of a  
19 livelihood, an EMPLOYEE may be on leave under this section for a period  
20 of not more than two (2) years after which time the employment  
21 relationship shall terminate. During this type of leave of absence, eligible  
22 EMPLOYEES will continue to have dental, hospitalization insurance and  
23 accident and disability insurance premiums paid by the EMPLOYER.  
24 Such coverage shall continue for (2) years or for the number of full  
25 months of seniority with the EMPLOYER acquired by the EMPLOYEE at  
26 the time of the injury, whichever is the lesser.

27 EMPLOYEES are required to notify the EMPLOYER of any condition which will  
28 require a medical leave or limit their ability to fully perform all the duties and physical  
29 requirements of their position with the City. A leave of absence under this Section must  
30 be supported by a physician's certificate clearly showing the date for commencement of  
31 such leave or work restriction and the required return to work date, again stating any  
32 applicable work restrictions. The statements from the physician shall be given to the  
33 EMPLOYER by the EMPLOYEE as soon as the EMPLOYEE is first aware of the  
34 condition or restriction. EMPLOYEES who are anticipating a medical leave of absence  
35 under this Section may be required to present a physician's certificate recommending  
36 that the EMPLOYEE continue at work and, in all cases, the EMPLOYEE'S attendance,  
37 job responsibilities, personal health needs and safety must be satisfactorily maintained.  
38 An EMPLOYEE desiring to return to work from a medical leave of absence under this  
39 Section must present a physician's certificate indicating that the EMPLOYEE is  
40 physically and medically able to return to work and to satisfactorily perform the  
41 EMPLOYEE'S job or present other verification acceptable to the EMPLOYER. The City  
42 reserves the right to provide the physician with a typical duties list which outlines the  
43 physical demands of the position and the document must be completed and returned  
44 prior to the employees return to full duty.

1 In situations where an EMPLOYEE'S physical, medical or mental condition  
2 raises a question as to the EMPLOYEE'S capabilities to satisfactorily perform the  
3 EMPLOYEE'S job, or the safety of the EMPLOYEE or others, the EMPLOYER may  
4 require a fitness for duty medical examination and certificate from the EMPLOYEE'S  
5 physician and/or require the EMPLOYEE to take a leave of absence; provided,  
6 however, that this right shall not prohibit the EMPLOYER from taking any other action  
7 as may be deemed appropriate under the circumstances. If the EMPLOYER thereafter  
8 still questions the EMPLOYEE'S condition, the EMPLOYER may require a second  
9 fitness for duty medical examination and an opinion paid for by the EMPLOYER by an  
10 EMPLOYER-selected physician and/or require the EMPLOYEE to take a leave of  
11 absence; provided, however, that this right shall not prohibit the EMPLOYER from  
12 taking any other action as may be deemed appropriate under the circumstances.

13 In any situation involving the granting of a leave of absence under this Section or  
14 the continuance of a leave of absence or the return to work from a leave of absence  
15 where medical proof or substantiation or approval is required, the EMPLOYER, in all  
16 cases, reserves the right to require a second medical examination paid for by the  
17 EMPLOYER by an EMPLOYER-selected physician.

18 Failure to provide any statement, certificate, substantiation or notification as may  
19 be required under this Section may, as determined by the EMPLOYER, disqualify an  
20 EMPLOYEE from consideration for medical leave of absence.

21 **ARTICLE XIII**  
22 **RESIDENCY**  
23

24 EMPLOYEES shall reside within the boundaries or the perimeter roads of:

25 To the North: Jordan

26 To the South: Walton

27 To the East: Leaton

28 To the West: Nottawa

29

30 This distance is approximately a 1 mile square around the Charter Township of Union.

31 A. A new hire will be given 6 months to move within these boundaries.  
32

33 B. All employees must maintain their primary residency within the restrictions  
34 listed as a condition of employment and for the full duration of their  
35 employment with the City of Mt. Pleasant.  
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1 **ARTICLE XIV**  
2 **BENEFITS (HEALTH, PRESCRIPTION DRUG, DENTAL, ACCIDENT AND**  
3 **DISABILITY INSURANCE AND RETIREMENT PLAN)**

4 Section 1: During the term of this Agreement, the EMPLOYER agrees to make  
5 available a group hospitalization benefit program, approved by the EMPLOYER to  
6 EMPLOYEES hired prior to January 1, 2011, who elect to participate covering certain  
7 hospitalization, surgical and medical expenses for EMPLOYEE-only coverage and for  
8 eligible dependent coverage. The spouse of an EMPLOYEE who has health insurance  
9 available through his/her employer must enroll in the health insurance if, as determined  
10 by the EMPLOYER, the cost to the spouse is not prohibitive. The benefit program shall  
11 be on a voluntary basis for eligible EMPLOYEES. The EMPLOYER agrees to  
12 contribute to the required cost for EMPLOYEE-only coverage and eligible dependent  
13 coverage under terms and conditions governing the group benefit program as set forth  
14 in the master policy or policies governing the program.

15 In 2011, all active EMPLOYEES who were not currently employed by the City in  
16 another capacity which made them eligible for health insurance through the City, had  
17 the opportunity to opt out of the City's group health insurance and prescription drug  
18 plan permanently. EMPLOYEES who exercised this irrevocable written option agreed  
19 to forever decline participation in the City's group health insurance and prescription  
20 drug plan as an active, terminated or retired EMPLOYEE regardless of change in  
21 status. The one EMPLOYEE who chose this opt out option will continue to receive the  
22 \$2,000 per year payment until the EMPLOYEE quits, retires or is terminated. The  
23 EMPLOYEE will receive this election in a bi-weekly payment. This election and  
24 payment is in addition to the standard health insurance opt out payment available  
25 through the City's Cafeteria Plan. The total opt-out dollars will be divided by 24 pay  
26 periods and paid accordingly.

27 In the event that an EMPLOYEE quits or the EMPLOYEE'S employment with the  
28 EMPLOYER is otherwise terminated, the in lieu payment will be pro-rated based on the  
29 termination date and the EMPLOYEES final pay period.

30 The following traditional health insurance and prescription drug program are  
31 effective January 1, 2016.

EMPLOYEE premium co-share (pre-tax and prorated over each quarterly pay)	<p><b><u>2016:</u></b></p> <ul style="list-style-type: none"><li>• \$ 500 Individual</li><li>• \$1,000 Family</li></ul> <p><b><u>2017-2018:</u></b></p> <ul style="list-style-type: none"><li>• \$ 600 Individual</li><li>• \$1,250 Family</li></ul> <p><b><u>2019-2020:</u></b></p> <ul style="list-style-type: none"><li>• \$700 Individual</li><li>• \$1,500 Family</li></ul>
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	<u>In-Network</u>	<u>Out of Network</u>
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 the reasonable and customer (R&amp;C) charges on most services</li> </ul>
Annual Deductible	<ul style="list-style-type: none"> <li>• \$150 Individual</li> <li>• \$300 Family</li> </ul>	<p><b><u>2017-2020:</u></b></p> <ul style="list-style-type: none"> <li>• \$400 Individual</li> <li>• \$700 Family</li> </ul>
Out-of Pocket Maximums (Does not include the deductible or office visit fees)	<p><b><u>2016:</u></b></p> <ul style="list-style-type: none"> <li>• \$450 Individual</li> <li>• \$900 Family</li> </ul> <p><b><u>2017-2018:</u></b></p> <ul style="list-style-type: none"> <li>• \$600 Individual</li> <li>• \$1,200 Family</li> </ul> <p><b><u>2019-2020:</u></b></p> <ul style="list-style-type: none"> <li>• \$750 Individual</li> <li>• \$1,500 Family</li> </ul>	<p><b><u>2017-2020:</u></b></p> <ul style="list-style-type: none"> <li>• \$2,500 Individual</li> <li>• \$5,000 Family</li> </ul>
Chiropractic	<p><b><u>2016-2017:</u></b></p> <ul style="list-style-type: none"> <li>• The plan would pay for 37 visits per person on an annual basis.</li> </ul> <p><b><u>2018-2020:</u></b></p> <ul style="list-style-type: none"> <li>• The plan would pay for 24 visits per person on an annual basis.</li> </ul>	
Prescription	<ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$15, not to exceed \$40 per prescription, generic preferred</li> <li>• \$75 co-pay on retail medications costing \$500 or more for a 34 day supply</li> <li>• Mail order – 2 x retail co-pay for a 90-day supply</li> <li>• Up to a maximum \$150 co-pay on mail order medications costing \$1,000 or more</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>• Annual maximum co-pay of \$3,000 per single enrollee and \$9,000 per family</li> </ul>	

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In lieu of the traditional health insurance and prescription drug program, a consumer driven health insurance with a Health Reimbursement Account (HRA) and prescription drug program is available to all EMPLOYEES hired prior to January 1, 2011, through the cafeteria plan.

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

5           The group benefit program becomes effective for eligible EMPLOYEES on the  
6 first (1st) day following completion of thirty-one (31) days of employment. Payroll  
7 deductions for the premium co-share will be in equal amounts and will be made on a  
8 pre-tax per pay basis.

9           In the event that an insurance eligible EMPLOYEE quits or the EMPLOYEE'S  
10 employment with the EMPLOYER is otherwise terminated, or in the event that an  
11 EMPLOYEE is on layoff, any premium co-share due will be deducted from the  
12 EMPLOYEE'S final, regular paycheck. The group benefit program shall continue in  
13 effect until the end of the last day of the month in which the quit, termination or layoff  
14 occurs and, thereafter, the EMPLOYEE may elect to continue coverage at the  
15 EMPLOYEE'S full cost in accordance with applicable law allowing continuation under  
16 certain circumstances for a specified period of time. In the event that an EMPLOYEE is  
17 on a non-medical leave of absence, the group benefit program shall continue in effect  
18 until the 31st day after the leave commences. Health insurance benefits for all medical  
19 leaves of absence shall continue in effect until the 91<sup>st</sup> day after the leave commences.  
20 In both instances, the group benefit program may be continued thereafter during the  
21 leave of absence, provided the EMPLOYEE makes the proper arrangements and the  
22 EMPLOYEE makes timely payment of the required cost of the benefit program. Other  
23 specific terms and conditions governing the group benefit program are set forth in the  
24 master policy or policies governing the program.

25           A. In the event of the death of an insurance eligible EMPLOYEE while  
26 he/she is actively engaged in EMPLOYER-authorized firefighting  
27 activities, the EMPLOYER shall continue to pay full family premium  
28 insurance as described in this Section 1 for a period of eighteen (18)  
29 months immediately following the month of death.

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

42 Section 2: Dental Insurance. For all EMPLOYEES hired prior to January 1, 2011, the  
43 EMPLOYER shall carry Class I (Preventive and Diagnostic Services), Class II (Basic  
44 Services), and Class III (Major Services) dental benefits covering 50% of reasonable

1 charges to a limit of \$800 per enrolled family member per year. This plan is more  
 2 commonly known as the High Dental Plan. Specific terms and conditions governing the  
 3 group benefit program are set forth in the master policy or policies governing the  
 4 program.

5 Section 3: Retiree Definition. A retiree is a former EMPLOYEE of the EMPLOYER  
 6 who has met the following criteria:

- 7 A. 20 years of service at any age, or
- 8 B. Age 60 and 10 years of service.

9 Section 4: Retiree Health and Dental Insurance. EMPLOYEES hired prior to  
 10 January 1, 2011, who retire from City employment may continue as a participant in the  
 11 hospital, medical, surgical and dental group insurance plans, provided that the cost of  
 12 the required premiums shall be paid in full by the retired EMPLOYEE and remitted to  
 13 the EMPLOYER in accordance with such procedures as may be established by the  
 14 EMPLOYER.

15 The following identifies eligibility for the length of time a retired EMPLOYEE  
 16 and/or his/her eligible dependents may participate in the EMPLOYER'S hospital,  
 17 medical, surgical and dental group insurance plans when specific life-changing events  
 18 occur.

19

<b>RELATIONSHIP TO RETIREE</b>	<b><u>LENGTH OF ELIGIBILITY FOR COVERAGE</u></b>
Retired EMPLOYEE (self)	Eligible for insurance benefits until death as long as (1) continuous coverage at retirement, or take one-time insurance deferment option to a date certain, or IRS qualifying event and sign up at date/qualifying event certain and (2) pay premiums on time, and (3) sign up for Medicare A & B when eligible.
Spouse of EMPLOYEE at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan
Spouse of EMPLOYEE at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time
Spouse of EMPLOYEE at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE:

<b>RELATIONSHIP TO RETIREE</b>	<b><u>LENGTH OF ELIGIBILITY FOR COVERAGE</u></b>
	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 5: Life, Accident, and Disability Insurance.** The EMPLOYER will provide all  
 3 EMPLOYEES with paid life, accident, and disability insurance for work-related  
 4 accidents or disabilities. In the event that an EMPLOYEE quits or the EMPLOYEE'S  
 5 employment with the EMPLOYER is otherwise terminated, or in the event that an  
 6 EMPLOYEE is on layoff, the group accident and disability insurance program coverage  
 7 shall terminate as of the date the quit, termination, or layoff occurs.

8 In the event that an EMPLOYEE is on leave of absence, the group insurance  
 9 program shall continue in effect until the end of the last day of the month in which the  
 10 leave of absence occurs.

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

14 **Section 6: Retirement Plans.**

15 A. Municipal Employees' Retirement System (MERS) Plan. EMPLOYEES  
 16 hired prior to January 1, 2011, shall be members of the Municipal  
 17 Employees' Retirement System (MERS) and provided benefits under the  
 18 B-1 (1.7% multiplier) Plan with a F(N) (20 years of credited service)  
 19 benefit and a three (3) year FAC (the average of the highest consecutive  
 20 3-year [36 months] period of earnings of the EMPLOYEE'S credited  
 21 service) and a ten (10) year vesting period. The EMPLOYEE contribution  
 22 for the retirement plan shall be five (5) percent of gross wages.  
 23 EMPLOYEES will receive service credit for each month they are on the on  
 24 the active roster. EMPLOYEES who enter or leave the unit within the  
 25 quarter will receive service credit for the appropriate months provided the  
 26 EMPLOYEE was on the active roster for at least fifteen (15) days in the  
 27 month.

28 1. Purchase of Service Credits. EMPLOYEES hired prior to January

1, 2011, shall be eligible to purchase a maximum of five (5) years of generic service credits by paying 100% of the actuarial present value as calculated by the MERS actuary. The purchased service cannot be used towards satisfying the ten (10) years of service required for vesting.

- B. Deferred Compensation Matching Program. All EMPLOYEES hired on or after January 1, 2011, shall be eligible for a one-to-one contribution match up to three (3) percent of gross wages to be paid by the City toward a City offered deferred compensation program.

## ARTICLE XV COMPENSATION

Section 1: Payment Schedule. Each EMPLOYEE will be paid bi-weekly for all compensation payments excluding the participation bonus, which will be paid semi-annually.

Section 2: Annual Compensation (to be divided equally into 26 pays). Payment for any certifications or Michigan Emergency Medical Service Licensure will be processed based on the date listed on the certification or license to the nearest full pay period and follow established payroll practices. A copy of the notice of successful completion and the certificate must be provided to Human Resources, in order for payment to be initiated.

- A. Base Rates throughout the Life of the Agreement.
  - 1. The base rate for EMPLOYEES hired prior to January 1, 2011, shall be \$195 per pay period.
  - 2. The base rate for EMPLOYEES hired on or after January 1, 2011, who meet the 30% run response rate specified in Article XI shall be \$79 per pay period.
- B. Skill-Based Premiums Upon Certification.

<u>Certification</u>	<u>Per Pay Period</u>
Fire Officer I	\$8.00
Fire Officer II	\$12.00
Fire Officer III	\$14.00

- C. Paid on Call Fire Officer Pay. Paid on Call Fire Officers shall be compensated at the rate of \$500 annually or \$19.23 per pay period.
- D. Michigan Emergency Medical Service License Pay. EMPLOYEES having completed requisite training and having obtained a Michigan Emergency Medical Service License shall be compensated at the rate of an additional \$725 annually/\$27.88 per pay period.

1 **Section 3:** Participation Bonuses Throughout the Life of the Agreement (paid in July  
 2 and January). The participation bonus will be determined by the response rate for the  
 3 prior six months for each EMPLOYEE. January through June response rates will  
 4 determine the July bonus and July through December response rates will determine the  
 5 January bonus. The EMPLOYEE must be employed for the entire six months to be  
 6 eligible for a participation bonus. There will be no prorating based on new hires or  
 7 terminations.

8 A. Participation Bonus for EMPLOYEES Hired Prior to January 1, 2011.  
 9 EMPLOYEES maintaining a run response rate greater than the 30%  
 10 specified in Article XI shall be eligible for the participation bonus below.

<b>Response Rate</b>	<b>Six Month Bonus</b>
50% to 59%	\$750 for the life of the agreement
60% and above	<ul style="list-style-type: none"> <li>• 2016-2017 - \$1,000</li> <li>• 2018-2020 - \$1,250</li> </ul>

11  
 12 B. Participation Bonus for EMPLOYEES Hired on or After January 1, 2011.  
 13 EMPLOYEES hired on or after January 1, 2011, and who maintain a run  
 14 response rate greater than the 30% specified in Article XI shall be eligible  
 15 for the participation bonus below.

<b>Response Rate</b>	<b>Six Month Bonus</b>
50% - 59%	<ul style="list-style-type: none"> <li>• 2016-2017 - \$1,200</li> <li>• 2018-2020 - \$1,500</li> </ul>
60% - 69%	<ul style="list-style-type: none"> <li>• 2016-2017 - \$1,750</li> <li>• 2018-2020 - \$2,000</li> </ul>
70% and above	<ul style="list-style-type: none"> <li>• 2016-2017 - \$2,250</li> <li>• 2018-2020 - \$2,500</li> </ul>

16  
 17 **Section 4:** Run Response Rate. Throughout the life of the Agreement,  
 18 EMPLOYEES shall be paid a run response of \$28 for each run actually responded to.

19 **Section 5:** Departmental Training. Throughout the life of the Agreement, the  
 20 EMPLOYER shall compensate EMPLOYEES \$40/unit for attendance at regular  
 21 departmental training sessions. All regular training sessions are paid at the one unit  
 22 rate regardless of the length of the training session unless pre-approved by the Fire  
 23 Chief.

24 **Section 6:** Hourly Compensation. Throughout the life of the Agreement  
 25 EMPLOYEES hired prior to January 1, 2011, shall be compensated at the hourly rate of  
 26 \$17 for the following types of work activities. EMPLOYEES hired on or after January 1,  
 27 2011, shall be compensated at the hourly rate of \$15.

28 A. Non-emergency, special training events, professional development or  
 29 other work activities assigned/approved by the Fire Chief.

1 B. Prolonged Assignments. Any EMPLOYEE who responds to a dispatched  
2 call and remains at the scene at the direction of the Fire Chief or his/her  
3 designee through two (2) hours shall be compensated at the run rate and  
4 beginning with the third (3rd), the EMPLOYEE shall be compensated at  
5 the hourly rate specified above, and according to the rounding provision in  
6 Section 7.

7 C. Re-certification, Additional, and Required Training. The EMPLOYER shall  
8 compensate EMPLOYEES at the hourly rate specified above for  
9 requested or required fire-related training above and beyond that required  
10 for to obtain the initial Michigan Emergency Medical Service License,  
11 Firefighter I and II, and regular training covered under Article VI, of this  
12 Agreement. Payment is contingent upon the training being scheduled  
13 and/or approved in advance by the Fire Chief or Director of Public Safety.

14 Section 7: Rounding of Time Worked. All hours worked shall be rounded as follows:

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

17 B. Forty-six (46) or more minutes past the hour will be rounded up to the next  
18 hour.

19 **ARTICLE XVI**  
20 **EDUCATIONAL BENEFITS**

21 Section 1: All seniority EMPLOYEES shall have equal opportunity to participate in an  
22 educational benefit program developed by the EMPLOYER in accordance with the  
23 following section.

24 Section 2: The EMPLOYER will issue a check to the EMPLOYEE equaling 85% of  
25 the cost of tuition and fees, or 100% of the cost of tuition, whichever is greater.  
26 Payment will be made following receipt of the bill from the adult education or university  
27 not to exceed ten (10) credit hours per calendar year, provided the following conditions  
28 are met:

29 A. The EMPLOYER'S budget for the fiscal year is usually finalized in the  
30 month of December following a six (6) month budgetary process and,  
31 therefore, in order for an application to be eligible for consideration, the  
32 EMPLOYEE seeking further education under this Section is required to  
33 notify the Fire Chief or his/her designee no later than June 1 of the current  
34 year for the following year. If the course(s) are not specifically budgeted  
35 for, the application will not be approved unless funds are available in the  
36 existing departmental budget.

37 B. The course is job related, reflects on improved job performance, or is a  
38 degree requirement.

39 C. The application for payment is submitted to the Fire Chief or his/her  
40 designee for approval or disapproval in accordance with the advance  
41 notification requirements of this Section. The application is then

1 forwarded to the Human Resources Director for final approval or  
2 disapproval.

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

5 E. In the event the EMPLOYEE is receiving the cost of tuition from another  
6 source, the EMPLOYEE shall be reimbursed for textbooks and/or required  
7 class materials, provided such costs are not subject to payment by  
8 another source. Payment shall not exceed 85% of the cost of tuition and  
9 fees, or 100% of the cost of tuition, whichever is greater, and shall be in  
10 accordance with A, B, C, and D, above.

11 F. Upon receiving the written grade report, the EMPLOYEE has two (2)  
12 weeks in which to submit it to Human Resources.

13 G. If the conditions of paragraph D. of this section are not met, or the  
14 EMPLOYEE terminates during the course, or the grade report is not  
15 submitted, then payroll deduction for the check issued will commence.

16 **ARTICLE XVII**  
17 **UNIFORMS**

18 Section 1: Uniforms. The EMPLOYER shall furnish coats, boots, helmets, and  
19 gloves to all EMPLOYEES. In addition, First Responders shall be furnished with  
20 coveralls. EMPLOYER agrees to replace all items defined as uniforms when damaged,  
21 provided that replacement or reimbursement for damage beyond wear and tear  
22 incurred in the line of duty shall not be the responsibility of the EMPLOYER.

23 **ARTICLE XVIII**  
24 **GENERAL**

25 Section 1: Changes in job description may be made by the EMPLOYER when needs  
26 arise subject to advance notice to the EMPLOYEE'S representative prior to  
27 implementation.

28 Section 2: Labor-Management Committee. The EMPLOYER and the Association  
29 agree to form a Labor-Management Committee. This committee will initially be  
30 comprised of members of the EMPLOYER bargaining team and no more than four (4)  
31 members of the Association selected by the Association. They will meet twice a year at  
32 a mutually agreed upon date and time. Association committee members shall be  
33 compensated for attending such at the pay rate established for training sessions.

34 **ARTICLE XIX**  
35 **TERMINATION AND MODIFICATION**

36 Section 1: This Agreement shall continue from year to year thereafter until amended  
37 by the parties hereto.

38 Section 2: If either party desires to terminate this Agreement, it shall, one hundred

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

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

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**CITY OF MOUNT PLEASANT**

**THE MOUNT PLEASANT  
FIREFIGHTERS ASSOCIATION**

By:   
James Holton, Mayor

By:   
Negotiating Committee Member

By:   
Jeremy Howard, City Clerk

By:   
Negotiating Committee Member

Dated: December 9, 2015

By:   
Negotiating Committee Member

By:   
Negotiating Committee Member

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