



AGREEMENT

BETWEEN

CITY OF MOUNT PLEASANT

AND

THE PART-TIME FIREFIGHTERS

EFFECTIVE: JULY 1, 2004-December 31, 2008

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1 **AGREEMENT**

2
3 This Agreement, effective the first day of July, 2004, between the City of Mt.
4 Pleasant (hereinafter referred to as the "EMPLOYER") and the Part-time Firefighters of the
5 Mt. Pleasant Fire Department (hereinafter referred to as "EMPLOYEES").

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

9 WHEREAS, the EMPLOYER has formed an organization known as Part-
10 time 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 interest of the
13 people of this City to continue providing fire protection utilizing the services of the
14 EMPLOYEES.

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

20 **PURPOSE AND INTENT**

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

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

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

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

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

37 The EMPLOYER shall recognize the EMPLOYEES of the Mt. Pleasant Fire

1 Department as an independent group of employees.

2 **ARTICLE II**
3 **ASSOCIATION DUES**

4 During the term of this Agreement, the EMPLOYER will deduct Association dues for
5 the Part-time Firefighters Association from each employee's quarterly pay.

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

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

15 **ARTICLE III**
16 **RIGHTS OF EMPLOYER**

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

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

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

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

- 1 Hazardous Materials Operations Level Training
- 2 Michigan Firefighters Training Council (MFFTC) Fire Officer I
- 3 Four years experience with the Mt. Pleasant Fire Department
- 4 Current Part-time Fire Captains as of January 1, 2005, are “grandfathered” but must
- 5 meet all minimum qualifications no later than January 1, 2008.

6 **ARTICLE VIII**
7 **SENIORITY**

8 Section 1: Acquiring Seniority

- 9 A. Each member of the Part-time Firefighters of Mt. Pleasant Fire
- 10 Department shall acquire seniority one (1) year after date of hire.
- 11 B. Seniority shall be cumulative so long as an employee is an active
- 12 member of the Part-time Firefighters of the Mt. Pleasant Fire Department.
- 13 C. Seniority shall not be applicable outside the Part-time Firefighter unit.
- 14 D. Seniority within the supervisory position of Part-time Fire Captain
- 15 shall be according to continuous years of service in the position.

16 Section 2: Seniority Lists

- 17 A. A seniority list for members of the Part-time Firefighters shall be
- 18 maintained apart from the list which is provided all full-time employees of the
- 19 EMPLOYER.
- 20 B. A seniority list shall be posted on the bulletin board at the beginning of
- 21 each calendar year with a copy given to the Part-time Representative.

22 Section 3: Loss of Seniority

- 23 Seniority shall be broken for the following reasons:
- 24 A. If the employee quits.
 - 25 B. If the employee is discharged for just cause.

26 **ARTICLE IX**
27 **GRIEVANCES AND APPEALS**

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

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

1 minimum of a calendar quarter. An EMPLOYEE on probationary status who responds to
2 traditional fire alarms at a rate less than 30% during a second calendar quarter shall forfeit
3 one-half (6 month's value) of annual base compensation. Any EMPLOYEE who responds
4 to traditional fire alarms at less than a 30% rate during a third calendar quarter shall be
5 terminated.

6 Whenever a Part-time Fire Captain's response rate for a calendar quarter drops
7 below 50% of the traditional fire alarms during that calendar quarter, excluding alarms
8 occurring during an EMPLOYER-authorized vacation, sick or other leave, that Part-time
9 Fire Captain shall be so notified by the Fire Chief or his/her designee and shall be required
10 to increase his/her response rate to 50% or greater during the following calendar quarter.
11 Failure to do so may result in disciplinary action up to and including termination as a Part-
12 time Fire Captain.

13 To assure the EMPLOYER that the 30% minimum response rate established for
14 EMPLOYEES does not jeopardize the safety of the citizens of the City of Mt. Pleasant or
15 inhibit the Department's ability to adequately fight fires, the EMPLOYEES must maintain a
16 50% minimum response rate as a group during any given calendar quarter.

17 In the event that the total group's response rate falls below the 50% threshold, the
18 EMPLOYER and the EMPLOYEES agree to meet and consider options and alternatives
19 relative to this issue alone.

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

23 **ARTICLE XI**

24 **EXTENDED LEAVES OF ABSENCE**

25 Section 1: General Conditions.

26 A. Any leave over fourteen (14) calendar days must have advanced
27 approval of the Fire Chief or his/her designee and shall be submitted on
28 departmental leave of absence form.

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

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

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

36 E. Excepting worker's compensation benefits, all compensation ceases
37 the 31st day after the leave commences. Insurance benefits are administered as
38 addressed in Article XIII.

39 Section 2: Military Leave.

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

6 1. The employee has received an honorable discharge or has
7 been relieved from active duty under honorable conditions.

8 2. The employee is physically able to perform the job.

9 3. The employee reports for work within ninety (90) calendar days
10 of discharge or release from active duty or release from hospitalization
11 continuing after discharge or release.

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

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

21 A. For medical leave of absence not covered by worker's compensation
22 benefits, an EMPLOYEE may be on leave under this Section for a period of not
23 more than one (1) year, after which time the employment relationship shall
24 terminate. Health insurance benefits cease on the 91st day after a leave
25 commences. All other forms of compensation cease on the 31st day after a leave
26 commences. Insurance benefits are administered as addressed in Article XIII.

27 B. For medical leave of absence due to injury on the job and which is
28 covered by worker's compensation benefits, and/or which prevents the EMPLOYEE
29 from continuing his/her normal work duties in pursuit of a livelihood, an EMPLOYEE
30 may be on leave under this section for a period of not more than two (2) years after
31 which time the employment relationship shall terminate. During this type of leave of
32 absence, the EMPLOYEE will continue to have dental, hospitalization insurance and
33 accident and disability insurance premiums paid by the EMPLOYER. Such
34 coverage shall continue for (2) years or for the number of full months of seniority with
35 the EMPLOYER acquired by the EMPLOYEE at the time of the injury, whichever is
36 the lesser.

37 EMPLOYEES are required to notify the EMPLOYER of any condition which
38 will require a medical leave of absence under this Section supported by a
39 physician's certificate showing the date for commencement of such leave and the
40 required return to work date. This notice shall be given to the EMPLOYER by the
41 EMPLOYEE as soon as the EMPLOYEE is first aware of the condition.

1 EMPLOYEES who are anticipating a medical leave of absence under this Section
2 may be required to present a physician's certificate recommending that the
3 EMPLOYEE continue at work and, in all cases, the EMPLOYEE'S attendance, job
4 responsibilities, personal health needs and safety must be satisfactorily maintained.
5 An EMPLOYEE desiring to return to work from a medical leave of absence under
6 this Section must present a physician's certificate indicating that the EMPLOYEE is
7 physically and medically able to return to work and to satisfactorily perform the
8 EMPLOYEE'S job or present other verification acceptable to the EMPLOYER.

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

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

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

30 **ARTICLE XII**

31 **RESIDENCY**

32 Each EMPLOYEE shall be a resident of the City or Union Township upon his/her
33 appointment to the Department and shall continue his/her residency while a member of the
34 Department.

35 **ARTICLE XIII**

36 **BENEFITS (HEALTH, PRESCRIPTION DRUG; DENTAL, ACCIDENT** 37 **AND DISABILITY INSURANCE AND RETIREMENT PLAN)**

38 Section 1: During the term of this Agreement, the EMPLOYER agrees to make
39 available a group hospitalization benefit program, approved by the EMPLOYER to
40 EMPLOYEES who elect to participate covering certain hospitalization, surgical and

1 medical expenses for employee-only coverage and for eligible dependent coverage. The
 2 spouse of an employee who has health insurance available through his/her employer must
 3 enroll in the health insurance if, as determined by the Employer, the cost to the spouse is
 4 not prohibitive. The benefit program shall be on a voluntary basis for eligible EMPLOYEES.
 5 The EMPLOYER agrees to contribute to the required cost for employee-only coverage and
 6 eligible dependent coverage under terms and conditions governing the group benefit
 7 program as set forth in the master policy or policies governing the program.

8 The following health insurance and prescription programs are in effect for calendar
 9 years 2005 and 2006:

10

	Premium In-Network	Premium Out-of-Network
Benefit Level	? 100% unless noted under the plan ? \$5 office visit	? 100% of reasonable and customary (R&C) charges on base services ? 80/20 on major medical services (80% insurance, 20% employee)
Annual Deductible	N/A	? \$250 Individual ? \$500 Family
Out-of-pocket Maximums (Does not include the deductible or office visit fees)	N/A	\$2,250 Individual \$2,500 Family

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Prescription Drug Program	
Year	Employee Co-Payment
January 2005 through December 2006	? 20% of the cost with a minimum of \$6, not to exceed \$15 per prescription, regardless if generic or brand name ? Mail order: same co-payment as above for a 90-day supply

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14 The following traditional health insurance and prescription drug program are
 15 effective January 1, 2007.

Employee Premium Co-Share (pre-tax)	2007: \$300 Individual \$600 Family
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Prorated over each quarterly pay in the year	2008: \$350 Individual \$700 Family
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	In-Network	Out-of-Network
Benefit Level	? 90/10% unless noted under the plan ? \$20 office visit	? 70/30% of the reasonable and customary (R&C) charges on most services
Annual Deductible	? 2007: \$100 Individual \$200 Family ? 2008: \$150 Individual \$300 Family	? 2007: \$200 Individual \$400 Family ? 2008: \$300 Individual \$600 Family
Out-of-Pocket Maximums (Does not include the deductible or office visit fees)	? \$450 Individual ? \$900 Family	? \$2,000 Individual ? \$4,000 Family

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Prescription Drug Program	
Year	Employee Co-Payment
January 2007	? 20% of the cost with a minimum of \$10, not to exceed \$25 per prescription, regardless if generic or brand name ? \$50 co-pay on drugs costing \$500 or more ? mail order: 2 x retail co-pay for a 90-day supply ? Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug. ? \$250/month total maximum co-pay
January 2008	? 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name.

	<ul style="list-style-type: none">? \$50 co-pay on drugs costing \$500 or more? Mail order: 2 x retail co-pay for a 90-day supply? Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug.? \$250/month total maximum co-pay
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In lieu of the traditional health insurance and prescription drug program, a consumer driven health insurance with a Health Reimbursement Account (HRA) and prescription drug program is available to all employees through the cafeteria plan. EMPLOYEES enrolled in this option do not have a premium co-share.

6

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

10

The group benefit program becomes effective for eligible EMPLOYEES on the first (1st) day following completion of thirty-one (31) days of employment. Effective January 2007, an EMPLOYEE premium co-share will be instituted. Payroll deductions for the premium co-share will be in equal amounts and will be made on a quarterly pre-tax basis.

15

New EMPLOYEES, whose insurance becomes effective on or before the 15th day of the month, will pay a full month's premium co-share. EMPLOYEES whose insurance becomes effective after the 15th day of the month begin paying the premium co-share the following month. Premium co-share payments are deducted from the EMPLOYEE'S payroll check beginning with the first pay date following the effective date of benefits on a prorated basis over the remaining pays.

21

In the event that an EMPLOYEE quits or the EMPLOYEE'S employment with the EMPLOYER is otherwise terminated, or in the event that an EMPLOYEE is on layoff, any premium co-share due will be deducted from the EMPLOYEE'S final, regular paycheck. The group benefit program shall continue in effect until the end of the last day of the month in which the quit, termination or layoff occurs and, thereafter, the EMPLOYEE may elect to continue coverage at the employee's full cost in accordance with applicable law allowing continuation under certain circumstances for a specified period of time. In the event that an EMPLOYEE is on a non-medical leave of absence, the group benefit program shall continue in effect until the 31st day after the leave commences. Health insurance benefits for all medical leaves of absence shall continue in effect until the 91st day after the leave commences. In both instances, the group benefit program may be continued thereafter during the leave of absence, provided the EMPLOYEE makes the proper arrangements

1 and the EMPLOYEE makes timely payment of the required cost of the benefit program.
2 Other specific terms and conditions governing the group benefit program are set forth in
3 the master policy or policies governing the program. To assist in paying for out-of-pocket
4 expenses that may occur if faced with a life-threatening illness during the plan year, the
5 EMPLOYER will make a low-interest loan available for the remaining amount up to the
6 maximum out-of-pocket expense. Repayment of the low-interest loan will occur by payroll
7 deduction within eighteen (18) months of the loan date.

8
9 A. In the event of the death of an EMPLOYEE while he/she is actively
10 engaged in EMPLOYER-authorized firefighting activities, the EMPLOYER shall
11 continue to pay full family premium insurance as described in this Section 1 for a
12 period of eighteen (18) months immediately following the month of death.

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

24 Section 2: Dental Insurance. The EMPLOYER shall carry Class I (Preventive and
25 Diagnostic Services), Class II (Basic Services), and Class III (Major Services) dental
26 benefits covering 50% of reasonable charges to a limit of \$600 per enrolled family member
27 per year. Specific terms and conditions governing the group benefit program are set forth
28 in the master policy or policies governing the program.

29 Section 3: Retiree Definition. A retiree is a former employee of the EMPLOYER
30 who has served a minimum of ten (10) years, is vested in the Municipal Employees
31 Retirement System (MERS) pension system, and has reached a minimum age of fifty (50).

32 Section 4: Retiree Health and Dental Insurance. EMPLOYEES who retire from
33 City employment may continue as a participant in the hospital, medical, surgical and dental
34 group insurance plans, provided that the cost of the required premiums shall be paid in full
35 by the retired employee and remitted to the EMPLOYER in accordance with such
36 procedures as may be established by the EMPLOYER.

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

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RELATIONSHIP TO RETIREE	<u>LENGTH OF ELIGIBILITY FOR COVERAGE</u>
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 and sign up at date certain; 2) pay premiums on time; and 3) sign up for Medicare A & B when eligible.
Spouse of EMPLOYEE at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree’s plan
Spouse of EMPLOYEE at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time
Spouse of EMPLOYEE at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree’s plan when the retiree was alive OR as long as sign up at date certain, which was decided upon 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 5: Life Insurance and Accident and Disability Insurance. The EMPLOYER
3 will provide all EMPLOYEES with paid group term life insurance through December 31,
4 2005. The amount of the life insurance shall be \$25,000. Effective January 1, 2006, the
5 EMPLOYER will provide all EMPLOYEES with paid accident and disability insurance for
6 work-related accidents or disabilities. The accident and disability insurance program
7 becomes effective the first day of the month following completion of six (6) months of
8 employment.

9 In the event that an EMPLOYEE quits or the EMPLOYEE'S employment with the

1 EMPLOYER is otherwise terminated, or in the event that an EMPLOYEE is on layoff, the
2 group accident and disability insurance program coverage shall terminate as of the date
3 the quit, termination, or layoff occurs.

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

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

10 Section 6: Retirement Plan. EMPLOYEES shall be members of the Municipal
11 Employees Retirement System (MERS) and provided benefits under the B-1 Plan. The
12 EMPLOYEE contribution for the retirement plan shall be five (5) percent of gross wages.
13 EMPLOYEES will receive service credit for each month they are on the on the active
14 roster. EMPLOYEES who enter or leave the unit within the quarter will receive service
15 credit for the appropriate months provided the employee was on the active roster for at
16 least fifteen (15) days in the month.

17 **ARTICLE XIV** 18 **COMPENSATION**

19 Section 1: All EMPLOYEES will be paid quarterly for the following compensation
20 payments. The paycheck will be issued with the next regular payroll process of the
21 EMPLOYER for the regular bi-weekly pay period which ends at least three (3) days after
22 the end of the quarter.

23 Each annual payment identified below will be divided into four (4) equal quarterly
24 payments. Any annual payments will be prorated for the calendar quarter using a daily
25 prorated calculation as of the date of the appointment or anniversary date. Payment for
26 any certifications or First Responder pay will be prorated for the calendar quarter using a
27 daily prorated calculation as of the date of the exam. A copy of the notice of successful
28 completion of the certification must be provided to Human Resources.

29

30 Section 2: Annual Compensation (to be divided equally each quarter)

31 A. Base Rates.

	Effective 7/1/2004 – 12/31/2006	Effective 1/1/2007 – 12/31/2008
Start	\$2,500	\$2,500
1 Year	\$3,000	\$3,000
2 Year	\$3,500	\$3,500
4 Year	\$4,500	\$5,000

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B. Skill-Based Premiums Upon Certification

	Annual
Fire Officer I	\$200
Fire Officer II	\$300
Fire Office III	\$350

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C. Part-Time Fire Captain Pay

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Part-time Fire Captains shall be compensated at the rate of an additional \$450 annually from July 1, 2004, through December 31, 2005. Effective January 1, 2006, the rate will increase to \$500 annually.

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D. First Responder Pay

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EMPLOYEES having completed requisite training and having obtained certification as a First Responder shall be compensated at the rate of an additional \$725 annually.

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Section 3: EMPLOYEES shall be paid a run response for each run actually responded to at the following per run rate:

1/1/2006	1/1/2007	1/1/2008
\$18.00	\$19.00	\$20.00

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Section 4: EMPLOYER shall compensate EMPLOYEES for attendance at regular departmental training sessions at the per unit rate below. All regular training sessions are paid at the one unit rate regardless of the length of the training session unless pre-approved by the Fire Chief.

1/1/2006	1/1/2007	1/1/2008
\$30.00/unit	\$32.00/unit	\$34.00/unit

19

1 C. The application for payment is submitted to the Fire Chief or his/her
2 designee for approval or disapproval in accordance with the advance notification
3 requirements of this Section. The application is then forwarded to the Human
4 Resources Director for final approval or disapproval.

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

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

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

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

17 **ARTICLE XVI**

18 **UNIFORMS**

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

24 **ARTICLE XVII**

25 **GENERAL**

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

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

35 **ARTICLE XVIII**

36 **TERMINATION AND MODIFICATION**

37 Section 1: This Agreement shall continue from year to year thereafter until

1 amended by the parties hereto.

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

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

10

For The Part-time Firefighters:

For The Employer:

Dated: _____

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