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AGREEMENT

2

BETWEEN

3

CITY OF MOUNT PLEASANT

4

AND

5

THE MOUNT PLEASANT FIREFIGHTERS ASSOCIATION

6

EFFECTIVE: January 1, 2022 – December 31, 2024

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1 **AGREEMENT**

2 This Agreement, effective the first day of January, 2022, 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.

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 time
12 and day of training may vary as mutually agreed upon between the Paid On-Call Fire
13 Officers and the Fire Chief. All EMPLOYEES shall complete a minimum of nineteen
14 (19) regular training sessions annually, which includes all state and federally mandated
15 training. Training designated as mandatory on the annual training schedule must be
16 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
24 the Paid On-Call Firefighters with the final selection made by the Fire Chief. If the Paid
25 On-Call Firefighters do not make a recommendation within 60 days of vacancy, the Fire
26 Chief will independently select an individual and assign the Fire Officer position.

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

29 Appointment to Paid On-Call Fire Officer is contingent on an acceptable annual
30 review by the Fire Chief with input from the Paid On-Call Firefighters.

31 Minimum qualifications for the appointment to Paid On-Call Fire Officer are:

- 32 Michigan Firefighters Training Council (MFFTC) Fire Fighter II
- 33 Incident Command Training including National Incident Management
34 System (NIMS) training
- 35 Hazardous Materials Operations Level Training
- 36 Michigan Firefighters Training Council (MFFTC) Fire Officer I. This may be
37 obtained within one year of appointment to the Fire Officer role.

1 Four years experience with the Mt. Pleasant Fire Department

2 **ARTICLE VIII**
3 **SENIORITY**

4 **Section 1:** Acquiring Seniority.

- 5 A. Each member of the Paid On-Call Firefighters of Mt. Pleasant Fire
6 Department shall acquire seniority one (1) year after date of hire.
- 7 B. Seniority shall be cumulative so long as an EMPLOYEE is an active
8 member of the Paid On-Call Firefighters of the Mt. Pleasant Fire
9 Department.
- 10 C. Seniority within the supervisory position of Paid On-Call Fire Officer shall
11 be according to continuous years of service in the position.

12 **Section 2:** Seniority Lists.

- 13 A. A seniority list for members of the Paid On-Call Firefighters shall be
14 maintained apart from the list which is provided all full-time EMPLOYEES
15 of the EMPLOYER.
- 16 B. A seniority list shall be posted on the bulletin board at the beginning of
17 each calendar year with a copy given to the Part-time Representative.

18 **Section 3:** Loss of Seniority.

19 Seniority shall be broken for the following reasons:

- 20 A. If the EMPLOYEE quits.
- 21 B. If the EMPLOYEE is discharged for just cause.

22 **ARTICLE IX**
23 **LAYOFF AND RECALL**

24 **Section 1:** Layoff. In the event of layoff, the determination as to which department or
25 departments shall be reduced in personnel will be made by the City Manager and the
26 City Commission.

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

29 If it becomes necessary for a layoff, probationary EMPLOYEES will be laid off
30 first. If there are no probationary EMPLOYEES, those with the least seniority will be laid
31 off first. Exceptions can be mutually agreed upon by the Association and the
32 EMPLOYER. If no agreement is reached, the layoff provision prevails.

33 An EMPLOYEE who is laid off and is eligible for health and dental insurance may
34 make arrangements for personal payments of the premiums providing continuation of
35 these benefits.

36 **Section 2:** Recall. EMPLOYEES covered by this Agreement will be recalled in

1 accordance with their seniority, with the most senior EMPLOYEE recalled first. They
2 shall be placed on job openings available, provided they are capable of performing the
3 assigned work.

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

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

15 **ARTICLE X**

16 **GRIEVANCES AND APPEALS**

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

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

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

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

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

41 The names of the EMPLOYEE group representatives shall be provided in writing
42 to the Director of Human Resources and Fire Chief by January 15 of each year.

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

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

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

15 **ARTICLE XI**
16 **WORKING HOURS**

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

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

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

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

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

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

4 **ARTICLE XII**
5 **EXTENDED LEAVES OF ABSENCE**

6 Section 1: General Conditions.

- 7 A. Any leave over fourteen (14) calendar days must have advanced approval
8 of the Fire Chief or his/her designee and shall be submitted on
9 departmental leave of absence form. A copy of the approved absence
10 form will be forwarded to Human Resources and retained in the
11 appropriate employee file.
- 12 B. All medical leaves must have advance approval of the Fire Chief or
13 his/her designee and shall be submitted on the departmental leave of
14 absence form.
- 15 C. An EMPLOYEE giving false information to obtain a leave of absence or an
16 EMPLOYEE who fails to follow departmental policy on sign out shall be
17 subject to discipline in accordance with the Employee Conduct and
18 Disciplinary Action Policy.
- 19 D. An EMPLOYEE on leave of absence shall make arrangements for
20 payment of any insurance continuation benefits for which they are eligible.
- 21 E. Excepting worker's compensation benefits, all compensation ceases the
22 31st day after the leave commences. Insurance benefits are administered
23 as addressed in Article XIV.

24 Section 2: Military Leave.

- 25 A. Any seniority EMPLOYEE who enters into the active service of the Armed
26 Forces of the United States will be granted a leave of absence for the
27 period of such active service. Upon termination of such service, such
28 EMPLOYEE shall be offered reemployment in accordance with the terms
29 of the applicable selective service act, provided:
- 30 1. The EMPLOYEE has received an honorable discharge or has been
31 relieved from active duty under honorable conditions.
 - 32 2. The EMPLOYEE is physically able to perform the job.
 - 33 3. The EMPLOYEE reports for work within ninety (90) calendar days
34 of discharge or release from active duty or release from
35 hospitalization continuing after discharge or release.
36

37 Section 3: Illness, Injury and Medical Leave. A medical leave of absence for illness,
38 injury or medical, including pregnancy, shall be granted to EMPLOYEES upon
39 presenting acceptable verification to the EMPLOYER. The EMPLOYER may request at
40 any time as a condition of continuance of any medical leave of absence, proof of

1 continuing disability or sickness.

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

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

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

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

43 In situations where an EMPLOYEE'S physical, medical or mental condition
44 raises a question as to the EMPLOYEE'S capabilities to satisfactorily perform the

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

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

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

19

20 Section 4: Worker's Compensation

21 The City of Mt. Pleasant will follow the Worker's Disability Compensation Act
22 (ACT 317) of 1969. Act 317 dictates wage loss benefits and provider selection. There is
23 a seven-day waiting period for wage loss benefit payments. If the disability lasts beyond
24 seven consecutive calendar days, the worker is entitled to benefits as of the eighth day
25 after the injury. If a disability continues for 14 consecutive calendar days or longer, then
26 the worker is entitled to be paid compensation from the date of disablement. Act 317
27 also states during the first 28 days of treatment the City has the right to choose the
28 doctor. See ACT 317 Sections, 418.161, and 418.354, item 15, for more information.

29 The City reserves the right to select an independent workers' compensation
30 claims assessment and processing company.

31 The City will not utilize light duty work for paid On-Call firefighters, unless there is
32 an American with Disabilities Act (ADA) evaluation and work is available.

33

**ARTICLE XIII
RESIDENCY**

34

35 EMPLOYEES shall reside no further than the boundaries created by the
36 perimeter roads listed below:

37 To the North: Rosebush Road

38 To the South: Pleasant Valley Road

39 To the East: Loomis Road

40 To the West: Winn Road

<p>Out-of Pocket Maximums (Does not include the deductible or office visit fees)</p>	<p><u>2022-2024:</u></p> <ul style="list-style-type: none"> • \$750 Individual • \$1,500 Family 	<p><u>2022-2024:</u></p> <ul style="list-style-type: none"> • \$2,500 Individual • \$5,000 Family
<p>Chiropractic</p>	<ul style="list-style-type: none"> • The plan would pay for 24 visits per person on an annual basis. 	
<p>Prescription</p>	<ul style="list-style-type: none"> • 20% of the cost with a minimum of \$15, not to exceed \$40 per prescription, generic preferred • \$75 co-pay on retail medications costing \$500 or more for a 34 day supply • Mail order – 2 x retail co-pay for a 90-day supply • Up to a maximum \$150 co-pay on mail order medications costing \$1,000 or more • 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 • Annual maximum co-pay of \$3,000 per single enrollee and \$9,000 per family 	

1
2 In lieu of the traditional health insurance and prescription drug program, a
3 consumer driven health insurance with a Health Reimbursement Account (HRA) and
4 prescription drug program is available to all EMPLOYEES hired prior to January 1,
5 2011, through the cafeteria plan.

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

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

14 In the event that an insurance eligible EMPLOYEE quits or the EMPLOYEE'S
15 employment with the EMPLOYER is otherwise terminated, or in the event that an
16 EMPLOYEE is on layoff, any premium co-share due will be deducted from the
17 EMPLOYEE'S final, regular paycheck. The group benefit program shall continue in
18 effect until the end of the last day of the month in which the quit, termination or layoff
19 occurs and, thereafter, the EMPLOYEE may elect to continue coverage at the
20 EMPLOYEE'S full cost in accordance with applicable law allowing continuation under
21 certain circumstances for a specified period of time. In the event that an EMPLOYEE is
22 on a non-medical leave of absence, the group benefit program shall continue in effect
23 until the 31st day after the leave commences. Health insurance benefits for all medical

1 leaves of absence shall continue in effect until the 91st day after the leave commences.
2 In both instances, the group benefit program may be continued thereafter during the
3 leave of absence, provided the EMPLOYEE makes the proper arrangements and the
4 EMPLOYEE makes timely payment of the required cost of the benefit program. Other
5 specific terms and conditions governing the group benefit program are set forth in the
6 master policy or policies governing the program.

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

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

24 Section 2: Dental Insurance. For all EMPLOYEES hired prior to January 1, 2011, the
25 EMPLOYER shall carry Class I (Preventive and Diagnostic Services), Class II (Basic
26 Services), and Class III (Major Services) dental benefits covering 50% of reasonable
27 charges to a limit of \$800 per enrolled family member per year. This plan is more
28 commonly known as the High Dental Plan. Specific terms and conditions governing the
29 group benefit program are set forth in the master policy or policies governing the
30 program.

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

33 A. 20 years of service at any age, or

34 B. Age 60 and 10 years of service.

35 Section 3.1: Retirement Notification

36 For planning and replacement purposes, employees eligible for and considering
37 retirement from the Employer workforce are required to file a written notice of intent to
38 retire with the appropriate Division Head and the Human Resources Department at
39 least three (3) months in advance of the employee's anticipated retirement date. The
40 employee may withdraw the notice of intent for any reason up to thirty (30) days in
41 advance of the actual retirement date. A written and irrevocable commitment to retire,
42 including a specific retirement date must be provided not less than thirty (30) days in
43 advance of the actual retirement date.

1 If a life changing event or extenuating circumstances occur, the City Manager may
 2 waive or alter any of the time limits in this section. If an employee eligible for retirement
 3 receives an offer of employment contingent upon a start date less than the required
 4 time limits in the section, the time limits shall be waived.

5
 6 **Section 4: Retiree Health and Dental Insurance.** EMPLOYEES hired prior to January
 7 1, 2011, who retire from City employment may continue as a participant in the hospital,
 8 medical, surgical and dental group insurance plans, provided that the cost of the
 9 required premiums shall be paid in full by the retired EMPLOYEE and remitted to the
 10 EMPLOYER in accordance with such procedures as may be established by the
 11 EMPLOYER.

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

16

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, 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: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after	Not eligible for coverage

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

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
 29 1, 2011, shall be eligible to purchase a maximum of five (5) years
 30 of generic service credits by paying 100% of the actuarial present
 31 value as calculated by the MERS actuary. The purchased service

1 cannot be used towards satisfying the ten (10) years of service
2 required for vesting.

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

7 **ARTICLE XV**
8 **COMPENSATION**

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

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

18 A. Base Rates throughout the Life of the Agreement.

19 1. The base rate for EMPLOYEES hired prior to January 1, 2011,
20 shall be \$196.15 per pay period.

21 2. The base rate for EMPLOYEES hired on or after January 1, 2011,
22 who meet the 30% run response rate specified in Article XI shall be
23 \$115.38 per pay period.

24 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

25
26 C. Paid On-Call Fire Officer Pay. Paid On-Call Fire Officers shall be
27 compensated at the rate of \$1,000 annually or \$38.46 per pay period.

28 D. Michigan Emergency Medical Service Licenses: A Paid On-Call Firefighter
29 may only receive payment for the highest level of emergency medical
30 service license he/she has obtained.

31 1. Michigan Medical First Responder (MFR) Pay. EMPLOYEES
32 having completed requisite training and having obtained and
33 maintained a Michigan Medical First Responder License shall be
34 compensated at the rate of an additional \$725 annually/\$27.88 per

1 pay period.
 2 2. Emergency Medical Technician (EMT) License Pay. EMPLOYEES
 3 having completed the requisite training and having obtained and
 4 maintained an Emergency Medical Technician License shall be
 5 compensated at the rate of an additional \$1,200 annually/\$46.15
 6 per pay period.

7
 8 **Section 3:** Participation Bonuses (paid in July and January). The participation bonus
 9 will be determined by the response rate for the prior six months for each EMPLOYEE.
 10 January through June response rates will determine the July bonus and July through
 11 December response rates will determine the January bonus. Newly hired employees
 12 will receive a prorated bonus based on their response rate during their first six months
 13 of employment. The proration will be determined based on the number of months
 14 employed, with full credit being given for the first month of employment.

15 *Example: a person has an 80% response rate for the six-month measurement*
 16 *period equally a \$2,500 bonus. That bonus will be divided by the number of*
 17 *months employed = \$2,500/6 six months = \$416. \$416 times 4 months of*
 18 *employment = \$1,664*

19 There will be no proration of the bonus at time of separation, voluntary or involuntary.

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

<u>Response Rate</u>	<u>Six Month Bonus</u>
50% to 59%	\$950 for the life of the agreement
60% and above	• \$1,550
70% and above	• \$3,000

23
 24 B. Participation Bonus for EMPLOYEES Hired on or After January 1, 2011.
 25 EMPLOYEES maintaining a run response rate greater than the 30%
 26 specified in Article XI shall be eligible for the participation bonus below.

<u>Response Rate</u>	<u>Six Month Bonus</u>
50% - 59%	• \$1,800
60% - 69%	• \$2,500
70% and above	• \$4,000

27
 28 **Section 4:** Run Response Rate. Throughout the life of the Agreement, EMPLOYEES
 29 shall be paid a run response of \$32.00 for each run actually responded to.

30 **Section 5:** Departmental Training. Throughout the life of the Agreement, the
 31 EMPLOYER shall compensate EMPLOYEES \$50.00/unit for attendance at regular
 32 departmental training sessions. All regular training sessions are paid at the one-unit

1 rate regardless of the length of the training session unless pre-approved by the Fire
2 Chief.

3 Section 6: Hourly Compensation. Throughout the life of the Agreement
4 EMPLOYEES shall be compensated at the hourly rate of \$20.00.

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

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

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

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

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

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

25 **ARTICLE XVI**
26 **EDUCATIONAL BENEFITS**

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

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

35 A. The EMPLOYER'S budget for the fiscal year is usually finalized in the
36 month of December following a six (6) month budgetary process and,
37 therefore, in order for an application to be eligible for consideration, the
38 EMPLOYEE seeking further education under this Section is required to
39 notify the Fire Chief or his/her designee no later than June 1 of the current
40 year for the following year. If the course(s) are not specifically budgeted

- 1 for, the application will not be approved unless funds are available in the
2 existing departmental budget.
- 3 B. The course is job related, reflects on improved job performance, or is a
4 degree requirement.
- 5 C. The application for payment is submitted to the Fire Chief or his/her
6 designee for approval or disapproval in accordance with the advance
7 notification requirements of this Section. The application is then forwarded
8 to the Human Resources Director for final approval or disapproval.
- 9 D. A grade of "C" is attained on adult education or undergraduate work and
10 "B" on graduate work.
- 11 E. In the event the EMPLOYEE is receiving the cost of tuition from another
12 source, the EMPLOYEE shall be reimbursed for textbooks and/or required
13 class materials, provided such costs are not subject to payment by
14 another source. Payment shall not exceed 85% of the cost of tuition and
15 fees, or 100% of the cost of tuition, whichever is greater, and shall be in
16 accordance with A, B, C, and D, above.
- 17 F. Upon receiving the written grade report, the EMPLOYEE has two (2)
18 weeks in which to submit it to Human Resources.
- 19 G. If the conditions of paragraph D. of this section are not met, or the
20 EMPLOYEE terminates during the course, or the grade report is not
21 submitted, then payroll deduction for the check issued will commence.

22 **ARTICLE XVII**
23 **UNIFORMS**

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

29 **ARTICLE XVIII**
30 **GENERAL**

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

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

ARTICLE XIX
TERMINATION AND MODIFICATION

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

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

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

CITY OF MOUNT PLEASANT

**THE MOUNT PLEASANT
FIREFIGHTERS ASSOCIATION**

By: William Joseph
William Joseph, Mayor

By: [Signature]
Negotiating Committee Member

By: Heather Bouck
Heather Bouck, City Clerk

By: [Signature]
Negotiating Committee Member

Dated: October 11, 2021

By: [Signature]
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

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LETTER OF AGREEMENT

CITY OF MT. PLEASANT -AND- THE MOUNT PLEASANT FIREFIGHTER ASSOCIATION

This Agreement entered into on the dates set forth below, between the City of Mt. Pleasant (hereinafter referred to as the Employer), and the Mount Pleasant Firefighter Association (hereinafter referred to as the Union).

WHEREAS, both parties are driven and committed to recruitment of new Paid on Call Firefighters, to that end we agree to move forward implementing the new created and approved residency boundaries immediately.

THEREFORE, the parties mutually agree to modify the following sections of the current Agreement and implement adherence immediately:

ARTICLE XIII - RESIDENCY

EMPLOYEES shall reside no further than the boundaries created by the perimeter roads listed below:

To the North:	Rosebush Road
To the South:	Pleasant Valley Road
To the East:	Loomis Road
To the West:	Winn Road

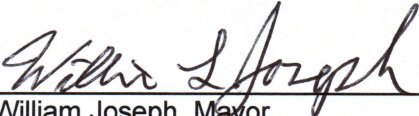
- A. A new hire will be given 6 months to move within these boundaries.
- B. All employees must maintain their primary residency within the perimeter restrictions listed as a condition of employment and for the full duration of their employment with the City of Mt. Pleasant. Primary residency may be on either side of the physical roads listed above.

The parties agree that all other terms and conditions of the current Agreement and all current executed letters of understanding/agreement will remain unchanged.


SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

THE CITY OF MT. PLEASANT:



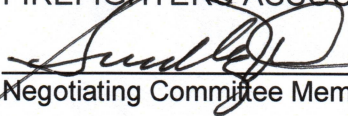
William Joseph, Mayor



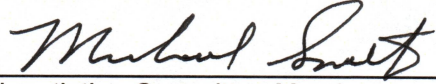
Heather Bouck, City Clerk

October 11, 2021
Dated

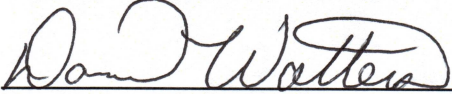
THE MOUNT PLEASANT
FIREFIGHTERS ASSOCIATION:



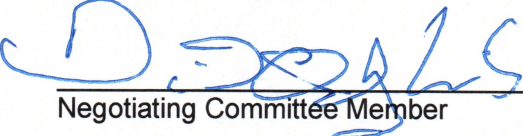
Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member