

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF MT. PLEASANT



AND

POLICE OFFICERS LABOR COUNCIL  
(Firefighters)



January 1, 2023 through December 31, 2024

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1 **AGREEMENT**

2  
3 THIS AGREEMENT, January 1, 2023, between the CITY OF MOUNT PLEASANT,  
4 hereinafter referred to as the "Employer," and the MOUNT PLEASANT ASSOCIATION  
5 OF FIREFIGHTERS of the Police Officers Labor Council, hereinafter referred to as the  
6 "Union."

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

9 **PURPOSE AND INTENT**

10 The general purpose of this Agreement is to set forth terms and conditions of  
11 employment and to promote orderly, cooperative and respectful labor relations.

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

17 The primary objective of the Union and the Employer, working as equal partners, is to  
18 provide the best level of service to the citizens who live in and visit our community.

19 To these ends, the Union and the Employer are committed to using this Agreement to  
20 create a healthy organization, a beneficial working climate, and the continued attraction  
21 and retention of highly qualified personnel who shall ensure a high standard of service  
22 excellence.

23 **ARTICLE 1**  
24 **RECOGNITION**

25 Section 1. Employees Covered. Pursuant to and in accordance with all applicable  
26 provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does  
27 hereby recognize the Union as the exclusive representative for the purpose of  
28 collective bargaining in respect to rates of pay, wages, hours of employment and other  
29 conditions of employment for the term of this Agreement of all employees of the  
30 Employer included in the bargaining unit described below:

31  
32 Regular full-time employees of the Fire Department including Fire Fighters,  
33 Fire Equipment Operators, Fire Sergeants and Lieutenants.

34 Section 2. Employees Excluded From Coverage. The Fire Chief, Assistant Fire Chief,  
35 and employees in the Fire Department who are employed to do a specific, seasonal,  
36 or temporary job, or are in job positions which are funded pursuant to applicable State  
37 and/or Federal programs are not covered by the terms of this Agreement.

1 **ARTICLE 2**  
2 **AID TO OTHER UNIONS**

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

6 **ARTICLE 3**  
7 **UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

8 To the extent the laws of the State of Michigan permit, it is agreed that:  
9

- 10 (1) The current or future employment of bargaining unit employees is not contingent upon  
11 membership in the Union or the payment of union dues or fees.  
12
- 13 (2) The Employer agrees to make Union payroll deductions from the first (1<sup>st</sup>) and second  
14 (2<sup>nd</sup>) pay period each month from the pay of the employees who have authorized that  
15 such deductions be made as set forth in Subsections 4 and 5.  
16
- 17 (3) As soon as practicable following the decision to hire a new employee into the  
18 bargaining unit, the Employer shall notify the Local Union of newly-hired bargaining  
19 unit employees and provide the Union an opportunity during the onboarding process  
20 to meet with newly-hired bargaining unit employees to discuss the employees' options  
21 with respect to becoming or not becoming a member of the Union.  
22
- 23 (4) Each employee who becomes a member of the Union after June 27, 2018, must sign  
24 the Union's Application for Union Membership and Authorized Dues Deduction Card,  
25 and shall do so with the understanding that the dues authorization and assignment  
26 shall be irrevocable for the term of the applicable contract between the Union and the  
27 Employer or for one year, whichever is the lesser, and shall automatically renew itself  
28 for successive yearly or applicable contract periods thereafter, whichever is the lesser,  
29 unless the employee gives written notice to the Employer and the Union at least sixty  
30 (60) days, but not more than ninety (90) days before any periodic renewal date of this  
31 authorization and assignment of the employee's desire to revoke same. Such  
32 authorization and assignment are voluntary and not conditioned upon present or  
33 future membership in the Union.  
34
- 35 (5) The Employer shall not make any Union payroll deductions from any employee  
36 without written authorization from the employee. In the case of an employee who  
37 becomes a member after June 27, 2018, written authorization must be in the form of  
38 a signed and completed Application for Union Membership and Authorized Dues  
39 Deduction Card, as well as any additional written authorization the Employer may  
40 require. In the event the terms of the Employer's written authorization conflicts with  
41 the terms of the Union's Card, the terms of the Card shall be controlling. For an  
42 employee who became a member prior to June 27, 2018, the employer must have

1 from the employee written authorization showing the employee's clear intent to  
2 participate in Union payroll deductions.

3  
4 (6) Employees may resign their Union membership at any time by notifying the Union, but  
5 may still be responsible for payroll deductions as set forth in Subsection 4.  
6

7 (7) Deductions for any calendar month shall be remitted to the Union. In the event that a  
8 refund is due to any employee for any sums deducted from wages and paid to the  
9 Union, it shall be the responsibility of such employee to obtain the appropriate refund  
10 from the Union.  
11

12 (8) The Employer shall not be liable for the remittance or payment of any sums other than  
13 those constituting actual deductions made. If the Employer fails to make a deduction  
14 for any employee as provided, it shall make that deduction from the employee's next  
15 pay period in which such deduction is normally deducted after the error has been  
16 called to its attention by the employee or the Union.  
17

18 (9) If there is an increase or decrease in Union payroll deductions, as determined and  
19 established by the Union, such changes shall become effective upon the second pay  
20 period following notice from the Union to the Employer of the new amount(s), or as  
21 soon thereafter as reasonably feasible based upon the limitations and capabilities of  
22 the Employer's payroll systems.  
23

24 (10) The Union will protect, save harmless, and indemnify the Employer from any and all  
25 claims, demands, suits and other forms of liability by reason of action taken by the  
26 Employer for the purpose of complying with this Article of the Agreement.

27 **ARTICLE 4**  
28 **REPRESENTATION**

29 Section 1. The Employer agrees to recognize a Union negotiating committee selected  
30 by members of the Union, each of whom shall be a seniority employee working for the  
31 Employer. The number of committee members shall be agreed upon by the Union and  
32 the Employer, and the names shall be submitted to the Employer, in writing, prior to  
33 commencement of negotiations. This committee shall be the representative of the  
34 Union for negotiating with the Employer and for adjustment of grievances and may  
35 include a POLC representative.

36 Section 2. The Employer agrees to designate a Negotiating Committee to bargain  
37 collectively with the Union relative to grievances and to changes and amendments to  
38 this Agreement. The number of committee members shall be agreed upon by the Union  
39 and the Employer, and the names shall be submitted to the Union, in writing, prior to  
40 commencement of negotiations.

41

1 **ARTICLE 5**  
2 **DISCIPLINARY ACTION**

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

7 Section 2. Before an employee is disciplined by suspension or discharge, the  
8 employee's steward (or another employee in the bargaining unit) shall be advised prior  
9 to the effective date thereof. If requested, written notification setting forth the reasons  
10 for the disciplinary action will be provided to the employee's steward (or another  
11 employee in the bargaining unit) within a reasonable time following the occurrence of  
12 the disciplinary action, excluding Saturday, Sunday and holidays recognized under this  
13 Agreement. A grievance arising from a disciplinary suspension or discharge shall be  
14 filed within fourteen (14) calendar days following notice of the disciplinary action and  
15 both Employer and Union agree to expedite the processing of such a grievance.

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

19 **ARTICLE 6**  
20 **GRIEVANCE PROCEDURE**

21 Section 1. General. All references to calendar days excludes Saturdays, Sundays,  
22 and holidays. All grievances shall be filed in writing, dated and signed by the employee  
23 involved in the grievance.  
24

25 Any grievance not advanced by the Union to the next higher level within the time limits  
26 provided shall be considered settled without precedent. If the time limit is not followed  
27 by the Employer, the grievance shall be automatically advanced to the next step of the  
28 grievance procedure until it reaches the arbitration step of the grievance procedure.

29 The Employer agrees to pay Union representatives at their regular straight time rate  
30 for investigating a grievance whether or not it has already been submitted into the  
31 grievance procedure, or for discussing such a grievance with the Employer's  
32 representative(s). To be eligible for the foregoing such a Union representative must be  
33 on duty and available to respond to emergencies.

34 In no event shall any Union representative leave their work for grievance purposes  
35 above without first notifying and obtaining the approval of their immediate supervisor.  
36 This approval must be granted as promptly as it is practicable under the circumstances.

37 Time limits may be extended, if mutually agreed upon by both parties.  
38

1 Section 2. Grievance Procedure. Special conferences for any matters, including  
2 proposed grievances, may be arranged between the Local President and the City  
3 Manager upon the request of either party. Special conferences shall be informally  
4 arranged and the matters to be considered at such meeting shall be agreed to by the  
5 parties. A special conference may be called at any time before, after, or during the  
6 regularly scheduled working hours of the parties involved. Representatives of the Union  
7 shall not lose time or pay spent in such special conferences if the conferences are held  
8 during the working hours of a particular participant in the conference. Conferences  
9 may be attended by others having a particular knowledge of the problems to be  
10 discussed, if it is agreeable to both parties.

11  
12 **Step 1.**

13 Oral Procedure – Fire Chief. In case any employee may have a grievance arising out  
14 of the course of the employee’s employment, the matter shall first be taken up with the  
15 Fire Chief by the aggrieved employee and/or the employee’s representative within  
16 fourteen (14) calendar days after the grievance allegedly occurred. An oral answer by  
17 the Fire Chief must be given within four (4) calendar days.

18 Written Procedure – Fire Chief. If no satisfactory resolution is reached with the Fire  
19 Chief, the aggrieved employee or the employee’s representative may, within five (5)  
20 calendar days, submit the grievance to the Fire Chief in writing and a written decision  
21 shall be given to the employee and the employee’s representative within five (5)  
22 calendar days.

23 **Step 2.**

24 Written Procedure – Director of Public Safety. If no satisfactory resolution is reached  
25 at step 1, the aggrieved employee and/or the employee’s representative may, within  
26 five (5) calendar days, following the response, submit the written grievance to the  
27 Director of Public Safety. A written answer by the Director of Public Safety must be  
28 given within four (4) calendar days.

29 **Step 3.**

30 Written Procedure – City Manager. If no satisfactory resolution is reached at Step 2,  
31 the aggrieved employee or the employee’s representative may, within five (5) calendar  
32 days, submit the matter to the City Manager in writing. Upon receipt of the written  
33 grievance, the City Manager will schedule a hearing to be held within twenty- one (21)  
34 calendar days. After the conference between both parties, the City Manager will submit  
35 a written decision to the employee and/or the employee’s representative within ten (10)  
36 calendar days.

37 **Step 4.**

38 Arbitration Request. If no satisfactory resolution is obtained from the City Manager, the  
39 aggrieved employee and/or the employee’s representative may, within fifteen (15)  
40 calendar days; after receipt of the City Manager’s written answer, advise the City



1 Manager that the assistance of an arbitrator be sought to resolve the grievance. The  
2 Union shall promptly thereafter file the demand for arbitration with the Federal  
3 Mediation and Conciliation Service (FMCS) in accordance with the then applicable  
4 rules of the FMCS.

5 (a) The arbitrator shall have the authority and jurisdiction to determine the propriety of the  
6 interpretation and/or application of the collective bargaining agreement respecting the  
7 grievance in question, but he/she shall not have the power to add to, delete, alter or  
8 modify the terms of this agreement. With respect to arbitration involving the discipline  
9 or discharge of employees, the arbitrator shall determine if the discharge or discipline  
10 was for just cause and he/she may review the penalty imposed and if the arbitrator  
11 shall determine it to be inappropriate and/or unduly severe, he/she may modify it  
12 accordingly.  
13

14 (b) The expenses of the arbitrator, excepting the parties' own expenses, shall be borne  
15 equally by the Union and the Employer.  
16

17 (c) The award of the arbitrator shall be final and binding on the parties and affected  
18 employees, providing the decision is in accordance with the standard arbitration as  
19 determined by the federal courts or the courts of the State of Michigan.  
20

21 (d) Only one grievance shall be presented to an arbitrator in any one hearing, unless the  
22 parties mutually agree to combine grievances for the same arbitrator.  
23

24 (e) The arbitrator shall be bound by the labor arbitration rules of the American Arbitration  
25 Association.  
26

27 (f) The arbitrator shall have the authority in cases concerning discharge, discipline, and/or  
28 other matters, if he/she shall so determine, to order the payment of back wages and  
29 compensation for an employee which the employee would otherwise have received,  
30 including the fringe benefits (less compensation, earned elsewhere during the period  
31 in question, which is attributable to the discharge, suspension or layoff period and  
32 which would not have been earned otherwise). Back pay shall also be reduced by any  
33 unemployment compensation, which is not repaid to the Michigan Employment  
34 Security Commission.  
35

36 (g) If a question of back pay is involved in a grievance arbitrated, the arbitrator may not  
37 award back pay for a period prior to the date of submission of the grievance to the  
38 Employer in writing or the date of the incident giving rise to the grievance, whichever  
39 occurs earlier, providing the time limits of Section 1 have been met. If arbitration is not  
40 so requested, the grievance shall be considered settled on the basis of the Employer's  
41 last answer.

1 **ARTICLE 7**  
2 **RIGHTS OF EMPLOYER**

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

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

16 **ARTICLE 8**  
17 **FAIR EMPLOYMENT STANDARDS**

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

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

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

1 **ARTICLE 9**  
2 **UNION RESPONSIBILITIES**

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

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

8 **ARTICLE 10**  
9 **SENIORITY**

10 Section 1. Acquiring Seniority.

- 11 (a) Any employee hired in the bargaining unit shall be considered as probationary for the  
12 first twelve (12) calendar months of their employment. During this period, a  
13 probationary employee may be laid off or discharged by the Employer without regard  
14 to this Agreement.  
15
- 16 (b) When an employee satisfactorily completes the probationary period, the employee  
17 shall be entered on the seniority list of the bargaining unit and shall rank for seniority  
18 from the date the employee was hired as a regular, non-temporary employee. There  
19 shall be no seniority among probationary employees.  
20
- 21 (c) The Employer may extend the probationary period for an additional period of time, but  
22 not to exceed an additional three (3) calendar months, provided that the Fire Sergeants  
23 shall have an opportunity to offer input regarding any decisions to extend or not to  
24 extend the probationary period. In the event the probationary period is extended, the  
25 employee shall be notified in writing of the reasons of the extension.  
26
- 27 (d) Seniority shall be cumulative so long as any layoff period does not exceed accrued  
28 seniority at the time of layoff.  
29
- 30 (e) The Union shall represent probationary employees for the purpose of collective  
31 bargaining with respect to rate of pay, wages and hours of employment except  
32 discharged and disciplined employees for other than Union activity.  
33
- 34 (f) An employee on any type of paid leave, including worker's compensation, will continue  
35 to accrue seniority while on leave.  
36

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

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

- 1 (a) If the employee quits.  
2  
3 (b) If the employee is discharged for just cause.  
4  
5 (c) If a non-forty (40) hour per week employee is absent one (1) duty day or a forty (40)  
6 hour per week employee is absent two (2) duty days without properly notifying the  
7 Employer, unless a satisfactory reason is given.  
8  
9 (d) If an employee fails to return to work within one (1) duty day after being notified to  
10 report for work, and does not have a satisfactory reason.  
11  
12 (e) If an employee is laid off for a continuous period equal to the seniority the employee  
13 had acquired at the time of layoff.  
14  
15 (f) If a non-forty (40) hour per week employee fails to return to work within two (2) duty  
16 days or a non-forty hour per week employee fails to return to work with four (4) duty  
17 days following a leave of absence or vacation, unless otherwise excused for a reason  
18 satisfactory to the Employer.  
19

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

- 23 (a) The word "layoff" means a reduction in the working force due to a decrease in work or  
24 a reallocation in appropriation of funds by the City Commission.  
25  
26 (b) An employee who is laid off may make arrangements for personal payments of  
27 insurance premiums providing continuation of these benefits.  
28  
29 (c) If it becomes necessary for a layoff, probationary employees will be laid off first. If there  
30 are no probationary employees, those with the least seniority will be laid off first.  
31 Exceptions can be mutually agreed upon by the Union and the Employer. If no  
32 agreement is reached, the layoff provision prevails.  
33

34 Section 5. Recall Procedure.

- 35 (a) Employees covered by this Agreement will be recalled in accordance with their  
36 seniority, with the most senior employee recalled first. They shall be placed on job  
37 openings available, provided they are capable of performing the assigned work.  
38  
39 (b) When recalling an employee from layoff, the Employer shall notify the employee  
40 fourteen (14) calendar days before resumption of duties by certified letter. An  
41 employee is responsible for keeping the Employer informed of the employee's proper  
42 address. The Employer's obligation is satisfied if the last known address given by the  
43 employee is used. If the employee fails to report by the date declared for resumption  
44 of duties, the employee will be terminated. Exceptions may be granted by the City  
45 Manager and their decision cannot be grieved.

1 **ARTICLE 11**  
2 **EDUCATIONAL BENEFITS**

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

6 Section 2. The Employer will provide education assistance (tuition and fees) for all full-  
7 time employees. The assistance amount is evaluated on an annual basis and will  
8 follow Section 127 of the Internal Revenue Code guidelines. Payment will be made  
9 following receipt of a bill from an accredited adult education school or university,  
10 provided the following conditions are met.

- 11 (a) The Employer's budget for the fiscal year is usually finalized in the month of December  
12 following a six (6) month budgetary process and, therefore, in order for an application  
13 to be eligible for consideration, an employee seeking further education under this  
14 Section is required to notify the department head no later than June 1st of the current  
15 year for the following year. If the course(s) are not specifically budgeted for, the  
16 application will not be approved unless funds are available in the existing departmental  
17 budget.  
18
- 19 (b) The course is job related, reflects on improved job performance, or is a degree  
20 requirement. A "degree" is defined as a field of study that is directly applicable to the  
21 Employer, employee's current position or to be used toward a position which the  
22 Employer would employ.  
23
- 24 (c) The application for reimbursement is submitted to the department head for approval or  
25 disapproval in accordance with the advance notification requirements of this Section.  
26 The application is then forwarded to the Human Resources Director for final approval  
27 or disapproval.  
28
- 29 (d) A grade of "C" or higher, or credit in a credit/no credit class, is attained on adult  
30 education or undergraduate work and a grade of "B" or higher on graduate work.  
31
- 32 (e) In the event the employee is receiving the cost of tuition from another source, the  
33 employee shall be reimbursed for textbooks and/or required class materials, provided  
34 such costs are not subject to payment by another source.  
35
- 36 (f) Upon receiving the written grade report, the employee has two (2) weeks in which to  
37 submit it to Human Resources. If the conditions of paragraph c, d, e and f of this  
38 section are not met or the employee terminates employment during the course(s), the  
39 employee will be subject to payroll deduction for the amount provided by the Employer.  
40 Payroll deduction will commence immediately. If the employee receives this benefit  
41 and then leaves employment with the Employer for any reason within a one-year period  
42 from the date of course termination/completion, the employee will be required to refund  
43 the Employer for all education funds provided within the last 12 months.  
44

- 1 (g) Other workshops, training seminars and conventions appropriate to the employee's  
2 performance of their job shall be reimbursed according to policies outlined in  
3 Administrative Memo No. 3-87 – Attendance at Conventions, Conferences and  
4 Training Sessions; and Expense Reimbursement  
5  
6 (h) Fire Fighters Training Council type courses offered through colleges or universities  
7 are excluded from the educational benefit coverage.

8 **ARTICLE 12**  
9 **PROMOTIONS**

10 **Section 1.**

- 11 (a) It shall be the policy of the Employer to determine the need to fill a vacant position,  
12 make hiring, promotional and advancement decisions and to choose the method,  
13 timeline and selection of candidates in all hiring processes. The Employer may in its  
14 discretion elect to fill any vacant position from sources outside the Fire Department.  
15  
16 (b) The Employer shall meet and gather input from the Union members prior to a hiring  
17 process regarding knowledge, skills, and personal traits desired of a successful  
18 candidate. The process may include but is not limited to the following components:  
19  
20 (i) Written instrument(s)  
21 (ii) Interview/oral assessments  
22 (iii) Peer review and input  
23 (iv) Assessment center  
24 (v) Psychological testing or review  
25  
26 (c) The final decision as to the most qualified candidate shall be made by the Fire Chief.

27  
28 **Section 2.** When an employee is promoted to an advanced position, the following  
29 parameters exist.

- 30 (a) In all instances, the employee has a ninety (90) day trial period to demonstrate their  
31 ability to perform the work, during which time the Employer cannot return the employee  
32 to their previous position.  
33  
34 (b) At any time during the ninety (90) day trial period, the employee may elect to return to  
35 their previous position.  
36  
37 (c) Following the ninety (90) day trial period, the Employer may elect to permanently  
38 classify the employee in the new position.  
39  
40 (d) If the employee is unsatisfactory in the new position, the Employer may return the  
41 employee to their former position at any time following the initial ninety (90) day trial

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

- 3  
4 (e) During the two hundred and seventy (270) day trial period, the employee will be  
5 provided with periodic written performance evaluations, at least one of which shall  
6 occur within the first sixty (60) days, and a copy will be placed in their personnel file.  
7  
8 (f) In the event the applicant is denied the promotion, the employee shall be advised in  
9 writing the reasons for denial.

10  
11 Section 3. Transfer to Non - Bargaining Unit Position. An employee who applies for  
12 and is transferred into a non-bargaining unit position with the Employer shall retain the  
13 employee's seniority but shall not accumulate any additional seniority during the time  
14 that the employee holds the non-bargaining unit position, up to a maximum of one  
15 hundred eighty (180) calendar days. Upon expiration of the one hundred eighty (180)  
16 calendar day period, the employee's seniority in the bargaining unit shall be lost. The  
17 Employer shall in its sole discretion determine the wages, hours and conditions of  
18 employment for non-bargaining unit employees, including whether such employees  
19 may be terminated or returned back into the bargaining unit. In the event that an  
20 employee is returned to the bargaining unit prior to expiration of the one hundred eighty  
21 (180) calendar day's period of time, the employee's seniority shall recommence.

22  
23 If an employee is transferred from one bargaining unit recognized by the Employer to  
24 the Fire Department bargaining unit under this Agreement, the employee's length of  
25 service with the Employer shall be recognized for the purpose of benefits provided for  
26 in this Agreement, except for pay, promotion, layoff and any other benefits or terms for  
27 which the employee may by State or Federal law be ineligible. Effective on the date of  
28 the transfer, the employee shall enter into the probationary period set forth under this  
29 Agreement and shall acquire seniority in the Fire Department bargaining unit as  
30 provided for other employees under the provisions of this Agreement.

31 **ARTICLE 13**  
32 **WORKING HOURS**

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

37  
38 The normal work period shall consist of nineteen (19) consecutive days. The normal  
39 tour of duty within that work period shall consist of one hundred and forty-four (144)  
40 hours of work. The paid day off designed to meet the one hundred and forty-four (144)  
41 hours within a nineteen (19) day cycle shall not be scheduled in a way that causes  
42 overtime without prior approval of the Fire Chief.  
43

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

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

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

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

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

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

- 31 (a) Due to extended illness or injury.  
32  
33 (b) To cover for benefit time off equaling twelve (12) or more hours.  
34  
35 (c) To cover for schools and/or training equaling eight (8) or more hours.  
36

37 The following course of action shall be utilized for shift jump coverage: The lowest  
38 seniority person from a shift shall be offered the shift jump. If in the event the lowest  
39 seniority person has a conflict concerning the jump, he/she will be responsible for  
40 finding an available person to accept the jump. In the event that the jump is not filled,



1 the lowest seniority person shall jump or the Chief may choose to cover the shift with  
2 overtime. The following rules shall apply when utilizing a jump person:

3  
4 It is encouraged that this option is used sparingly and time off is worked out within the  
5 shift as much as possible to minimize the need to jump anyone.

6  
7 FLSA designated day off periods should be avoided, if at all possible, when utilizing a  
8 jump person.

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

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

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

21 **ARTICLE 14**  
22 **SPECIAL ASSIGNMENTS**

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

34 **ARTICLE 15**  
35 **OVERTIME**

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

- 38 (a) Sixteen (16) or more minutes past the hour will be rounded up to the half hour.

1 (b) Forty-six (46) or more minutes past the hour will be rounded up to the next hour.

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

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

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

23 Section 5. Training and Other Meetings.

24 (a) Attendance at scheduled events outside of the employee's regularly scheduled duty  
25 day not contiguous to the current shift shall be paid at the rate of time and one-half  
26 (1-1/2) for a minimum of two (2) hours or the number of hours actually worked,  
27 whichever is greater.

- 28 (i) Meetings
- 29 (ii) Training
- 30 (iii) Court
- 31 (iv) Community/Public Service
- 32 (v) Unanticipated/Other Events (agreed upon by both the Employer and the  
33 Union)

34  
35 If an employee is called out of an event listed above for another incident, their pay for  
36 the event will end. Using the incident alarm time employees shall be paid at one and  
37 one-half (1-1/2) times the employee's regular rate of pay for time actually worked. If  
38 the time actually worked exceeds two-hour (2) and forty-six (46) minutes, the employee  
39 shall be compensated at the double-time rate for actual time worked.

40

1 (b) If an employee is called back to fill a shift, they shall be compensated at the rate of one  
2 and one-half (1-1/2) times the number of hours actually worked (see Article 17, Section  
3 3 for shift fill worked on a holiday).

4 (c) Employees who are called back to work for duty outside of regular hours shall be paid  
5 at a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's  
6 regular rate of pay. If the time actually worked exceeds two (2) hour and forty-six (46)  
7 minutes, the employee shall be paid at the double-time rate for time actually worked.

8 (d) An employee held over their regular shift shall be paid at one and one-half (1-1/2) times  
9 the employee's regular rate of pay for time actually worked beyond their regular shift.  
10 If the time actually worked exceeds two (2) hours and forty-six (46) minutes, the  
11 employee shall be paid at the double-time rate for time actually worked.

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

14 (i) A non-forty (40) hour per week employee attending training on a regularly  
15 scheduled duty day will be compensated for twelve (12) hours of work at  
16 straight time pay and will use twelve (12) hours of their benefit time for the  
17 remainder of the duty day unless the employee returns to work for the  
18 remainder of the shift.

19  
20 (ii) A non-forty (40) hour per week employee attending training on a  
21 scheduled day off will be compensated at one and one-half (1-1/2) their  
22 regular hourly rate of pay for the actual number of class time hours  
23 attended.  
24

25 Section 6. Compensatory Time. In lieu of payment of overtime, each employee shall  
26 have the option of accruing compensatory time. Each forty (40) hour per week  
27 employee may accumulate a maximum of one hundred and twenty (120) hours of  
28 compensatory time and each non-forty (40) hour per week employee may accumulate  
29 a maximum of one hundred and ninety-two (192) hours. If the accumulated balance  
30 exceeds the maximum, the employee will have the next pay period to use the excess  
31 hours. If not used, the excess hours will be paid on the next paycheck.  
32

33 The accumulated hours will appear on the employee's pay stub, which will be the  
34 official record. Any discrepancies must be reported to payroll within two pay periods or  
35 the payroll records will not be changed.  
36

37 Any use of compensatory time hours must be approved in advance by the Fire Chief  
38 or their designee.  
39

40 At promotion to a forty (40) hour per week classification from a non-forty (40) hour per  
41 week classification, accumulated hours in excess of one hundred and twenty (120) will  
42 be retained for use, but no additional hours may be added to the bank until the bank is  
43 below one hundred and twenty (120) hour maximum. Once the employee's

1 compensatory bank falls below the maximum, all other provisions of the Article apply.  
2 Compensatory hours are earned at the rate of one and one-half (1-1/2) hours for each  
3 overtime hour worked or at a rate of two (2) hours for each double time hour.  
4

5 Section 7. Employees may be required to work at straight time three (3) duty days in  
6 one calendar week which is balanced off in the shift scheduled by assignment to less  
7 than three (3) duty days in other calendar weeks.  
8

9 Section 8. If the duty day schedule is changed with less than twenty-four (24) hour  
10 notice, the employee shall be compensated at the overtime rate for the full duty day.  
11

12 Section 9. There shall be no duplication or pyramiding of overtime hours or pay or  
13 premium pay under any Section of this Agreement. This prohibition on duplication or  
14 pyramiding shall be interpreted to mean that to the extent that hours are compensated  
15 for at an overtime pay rate or premium rate under one provision of this Agreement,  
16 such hours shall not be counted as hours worked in determining overtime pay rates or  
17 premium rates under the same provision or any other provision of this Agreement.

18 **ARTICLE 16**  
19 **EQUALIZATION OF HOURS**

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

23 **ARTICLE 17**  
24 **HOLIDAYS**

25 Section 1. The following calendar days shall be deemed holidays for the purpose of  
26 this Agreement: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of  
27 July, Labor Day, Indigenous Peoples Day, Thanksgiving Day and the day after  
28 Thanksgiving, the day before Christmas and Christmas Day.

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

31 Section 3. Within limits set by an adequate work force, employees shall be entitled to  
32 a combination of paid one-half duty days (12 hours) for non-forty (40) hour per week  
33 employees and full duty days (8 hours) for forty (40) hour per week employees or  
34 compensatory time off at straight time regular rates as payment for calendar holidays  
35 set forth in Section 1 of this Article, provided the employee has worked the employee's  
36 last scheduled work day prior to the holiday and the employee's next scheduled work  
37 day after such holiday unless on authorized sick, vacation, holiday, personal leave, or  
38 compensatory time. The minimum time periods that may be taken by an eligible  
39 employee for holiday leave are in hourly increments.  
40  
41

1 An employee who works on a calendar holiday as part of that employee's regularly  
2 scheduled shift shall be compensated at the employee's overtime rate of time and one-  
3 half (1-1/2) for actual hours worked. An employee who works overtime hours on a  
4 calendar holiday or who is called in to work on a calendar holiday on a regularly  
5 scheduled day off (excluding the call back provision) shall be compensated at double  
6 time the employee's regular rate for actual hours worked. An employee who is called  
7 back to work on a holiday shall be paid in accordance to Article 15, Overtime.

8 For purposes of this Section, a calendar holiday shall extend from 8:00 a.m. on the  
9 holiday to 8:00 a.m. on the following day.

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

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

18 Section 6. Payment for Unused Holidays. Only those employees working a non-forty  
19 (40) hour per week schedule are eligible to receive payment for unused holidays. For  
20 purposes of calculating year-end payment to employees for unused holiday time, the  
21 year-end payment shall not exceed a maximum payment of ninety-six (96) hours.  
22 Payment or deposit into an eligible deferred compensation plan shall be made by the  
23 first non-payroll week in December. Refer to Article 22, Section 3. Health Care Savings  
24 Program for payment options.

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

30 In the event of termination, retirement, or death, an employee or the employee's estate  
31 shall be compensated for any unused holiday time for holidays occurring through the  
32 date of termination, retirement, or death. **Any** holiday time paid in advance of the  
33 occurrence of the actual holiday(s) shall be deducted from the final paycheck of any  
34 terminating, retiring, or deceased, employee as reimbursement to the Employer for  
35 time paid but not earned.

36

**ARTICLE 18**  
**VACATIONS**

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

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

A probationary employee who does not successfully complete their probationary period will have the value of any vacation time used deducted from their final paycheck as reimbursement to the Employer for time used.

**Vacation accruals and maximums:**

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

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

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

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

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

1        Section 2. In conjunction with the process utilized for Article 17, Section 6 “Payment  
2 of Unused Holidays” and Article 22. Section 3 Health Care Saving Program, employees  
3 will have the opportunity, on an annual basis, to designate vacation hours as outlined  
4 below, for payment to their deferred compensation plan or their Health Care Savings  
5 Program. No cash payment will be allowed. Payment of said vacation hours to  
6 deferred compensation or Health Care Savings Program will not count toward an  
7 employee’s Final Average Compensation (FAC).

8        (a) Forty (40) hour a week employee will have the following options:

9            (i)        An employee with 21 years of service or more may place the value of 36  
10 vacation hours into their deferred compensation plan or Health Care  
11 Savings Program at calendar year end.  
12

13            (ii)        An employee with less than 21 years of service may place the value of  
14 24 vacation hours into their deferred compensation plan or Health Care  
15 Savings Program at calendar year end.  
16

17        (b) Non-forty (40) hour a week employee will have the following options:

18            (i)        An employee with 21 years of service or more may place the value of 72  
19 vacation hours into their deferred compensation plan or Health Care  
20 Savings Program at calendar year end.  
21

22            (ii)        An employee with less than 21 years of service may place the value of  
23 48 vacation hours into their deferred compensation plan or Health care  
24 Savings Program at calendar year end.  
25

26        (c) The Employer is not responsible for monitoring employee elections into deferred  
27 compensation plans and the employee must remain within IRS deferred compensation  
28 contribution rates.

29        Section 3. The minimum time periods that may be taken by an employee for vacation  
30 leave is (1) hour increments.

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

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

36        Section 6. Upon voluntary separation of any employee from the service of the  
37 Employer other than by leave of absence, the employee shall be paid at the time of  
38 separation for the unused portion of the employee's accumulated annual leave earned,  
39 provided the employee shall have given two (2) weeks written notice prior to  
40 separation. Refer to Article 22, Section 3. Health Care Savings Program for payment  
41 options.

**ARTICLE 19**  
**SICK LEAVE**

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

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

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

Section 3. The accumulation of sick leave is limited to twenty-four hundred (2400) hours of sick leave for non-forty hour per week employees and sixteen hundred (1600) hours for forty (40) hour per week employees. At calendar year end and at retirement the value of fifty (50) percent of the sick leave hours in excess of maximum accrual shall be contributed to the employee's Health Care Savings Program (HCSP). Yearend payments will be deposited into the HCSP in January of the following year.

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



1 (a) An employee who experiences a work-related injury which is compensable under the  
2 Worker's Compensation Law of the State of Michigan, shall be provided pay, which,  
3 when combined with the employee's Worker's Compensation benefit received shall  
4 equal the employee's regular net pay. This payment shall begin with the 8<sup>th</sup> day of  
5 incapacitation, during the timeframe worker's compensation payments are received up  
6 to a maximum of twelve (12) weeks.

7 (b) This payment will only be made if no light duty exists which the employee is capable of  
8 performing.

9 (c) Prior to the 8<sup>th</sup> day and following the twelve (12) week maximum, the employee may  
10 request in writing the prorated use of any earned but unused paid benefit time to make  
11 up the difference between the worker's compensation benefits received and the  
12 employee's regular net pay. Such benefit time may be applied to the leave at the  
13 employee's option in the amounts and order desired by the employee.

14 Section 5. In the event of death or retirement, an employee or the employee's estate  
15 shall be compensated for one-half (1/2) the employee's accumulated sick leave up to  
16 seventy-five (75) days (nine hundred [900] hours for non-forty [40] hour per week  
17 employees and six hundred [600] hours for forty [40] hour per week employees).  
18 Payment shall be based upon the employee's rate of pay at the time the employee's  
19 employment ceased. Refer to Article 22, Section 3. Health Care Savings Program for  
20 payment options.

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

25 (a) After a previous written reprimand, conclusive evidence that an employee is misusing  
26 sick leave shall be grounds for dismissal.

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

29 Section 8. Sick leave shall be allowed in the event of an illness in the employee's  
30 immediate household or family subject to the approval of the department head.  
31 Immediate family shall be defined as spouse, child, parent, parent of current spouse,  
32 sister, brother, grandparent, or any step family member in any of the categories  
33 identified previously.

34 Section 9. An employee accepting employment or being self-employed while receiving  
35 paid sick leave and/or worker's compensation benefits will be discharged, unless the  
36 employee has a history of performing such work prior to the leave, the number of hours  
37 performing the work is not increased, and the nature of the work will not negatively  
38 impact the employee's ability to return to work in a timely manner.

1 **ARTICLE 20**  
2 **OTHER LEAVES OF ABSENCE**

3 **Section 1. General Conditions.**

- 4 (a) An employee must be a regular full-time employee with one hundred and eighty (180)  
5 calendar days of service in order to be eligible for any type of leave of absence.  
6  
7 (b) An employee giving false information to obtain a leave of absence shall be  
8 discharged.  
9  
10 (c) An employee on a leave of absence shall be subject to layoff in accordance with the  
11 provisions of this Agreement and shall be notified by the Employer by certified mail  
12 addressed to the last known address of the employee.  
13  
14 (d) A non-forty (40) hour per week employee who fails to report for work within two (2)  
15 duty days (48 hours) after the expiration of a leave shall be considered as a voluntary  
16 quit unless a satisfactory reason is given. A forty (40) hour per week employee who  
17 fails to report to work within four (4) duty days (32 hours) after the expiration of a  
18 leave shall be considered as a voluntary quit unless a satisfactory reason is given.  
19  
20 (e) An employee on leave of absence may make arrangements for payment of all  
21 insurance benefits.  
22

23 **Section 2. Personal Reasons.**

- 24 (a) A leave of absence without pay may be granted to seniority employees for personal  
25 reasons, not to exceed thirty (30) calendar days. Such leaves shall be subject to the  
26 approval of the City Manager and they may be renewed for a further period of thirty  
27 (30) calendar days up to a maximum of ninety (90) days providing extenuating  
28 circumstances exist.  
29  
30 (b) An employee shall be required to state the exact reasons for such leaves, and the  
31 stated reasons shall appear on the leave form.  
32

33 **Section 3. Military Leave.**

- 34 (a) Any seniority employee who enters into the active service of the Armed Forces of the  
35 United States will be granted a leave of absence for the period of such active service.  
36 Upon termination of such service, such employee shall be offered reemployment in  
37 accordance with the terms of the applicable Selective Service Act, provided:  
38  
39 (i) The employee has received an honorable discharge or has been relieved  
40 of active duty under honorable conditions.  
41  
42 (ii) The employee is physically able to perform a job.  
43

- 1 (iii) The employee reports for work within ninety (90) calendar days of  
2 discharge or release from active duty or release from hospitalization  
3 continuing after discharge or release.  
4

5 Section 4. Education Leave. The City Manager may authorize an educational leave  
6 without pay for a period of not more than one (1) year.  
7

8 Section 5. Union Business Leave. The Union shall be granted a total of three (3) duty  
9 days each calendar year, with pay for the administration of Union business. Such leave  
10 shall be approved by the Union President and the Department Head not less than one  
11 (1) week prior to the date of the leave.  
12

13 Section 6. Jury Leave and Pay. An employee who is summoned and reports for jury  
14 duty shall be granted a jury leave of absence with pay for such period. An employee  
15 granted a leave of absence under this Section who reports for jury duty on a day the  
16 employee is otherwise scheduled to work shall be paid for time spent performing jury  
17 duty in an amount equal to the employee's straight time regular rate of pay for up to  
18 the number of straight time hours the employee was otherwise scheduled to work,  
19 exclusive of all premium pay. In order to receive payment under this Section an  
20 employee must give the Employer prior notice as far in advance as possible that the  
21 employee has been summoned for jury duty and the employee must furnish  
22 satisfactory evidence that jury duty was performed for the days the employee claims  
23 jury duty pay. An employee who is summoned by the Court for jury duty but who does  
24 not serve as a juror must report for work promptly after being excused. Immediately  
25 upon payment from the court for jury duty attendance, the employee will bring the  
26 payment to the City Treasurer. The City Treasurer will retain the per diem portion of  
27 the payment and reimburse the employee for the mileage portion of the payment.  
28

29 Section 7. Funeral Leave. Upon request an employee may be granted four (4) hours  
30 leave with pay to attend the funeral of a fellow City employee.  
31

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

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

- 43 (a) For medical leave of absence not covered by worker's compensation benefits, an  
44 employee may be on leave under this Section for a period of not more than eighteen  
45 (18) months after which time the employment relationship shall terminate. The

1 eighteen (18) months shall be defined as commencing on the first date of the leave  
2 that the employee does not receive pay in the form of accrued benefit time either  
3 because (1) the paid benefit time has been exhausted or is not available, or because  
4 (2) the employee has elected not to request and utilize all or part of the employee's  
5 paid benefit time.  
6

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

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

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

40 In any situation involving the granting of a leave of absence under this Section or the  
41 continuance of a leave of absence or the return to work from a leave of absence where  
42 medical proof or substantiation or approval is required, the Employer, in all cases,  
43 reserves the right to require a second medical examination paid for by the Employer

1 by an Employer-selected physician. In situations of dispute or disagreement, the  
2 opinion of a third physician or specialist, mutually agreed upon, may be sought.

3 Failure to provide any statement, certificate, substantiation or notification as may be  
4 required under this Section may, as determined by the Employer, disqualify an  
5 employee from consideration for a medical leave of absence. Any leave of absence  
6 time (paid or unpaid) taken by an employee for certain family or medical reasons  
7 pursuant to Article 20, Section 11 of this Agreement shall be counted as part of and  
8 credited against the maximum amounts of leave time set forth in this Section.

9 Section 9. Bereavement Leave and Pay. Upon request, a full time, non-forty (40) hour  
10 per week employee will be granted a leave of absence with pay for up to a maximum  
11 of two (2) duty days (forty eight [48] hours) that the employee is otherwise scheduled  
12 to work following and including the date of death of a member of the employee's  
13 immediate family or any member of the Employee's immediate household in order to  
14 attend the funeral and take care of other necessary arrangements. A full time, forty  
15 (40) hour per week employee will be granted a leave of absence with pay for up to a  
16 maximum of three (3) duty days (twenty-four [24] hours) as provided above. Immediate  
17 family shall be defined as spouse, child, parent, parent of current spouse, sister, sister  
18 in-law, brother, brother-in-law, grandparent, grandparent of current spouse or any  
19 relative living under the employee's roof. The maximum scheduled days for which an  
20 employee may request and receive pay provided in this Section must be scheduled  
21 working days of the employee occurring within six (6) calendar days following date of  
22 death. With the exception of instances where the services are scheduled after the six  
23 (6) calendar day stipulation, the bereavement leave available may be used when  
24 written documentation of the service date and schedule is provided to the Fire Chief.  
25 An employee granted a leave of absence under this Section shall receive pay in an  
26 amount equal to what the employee would have earned by working the employee's  
27 scheduled straight time hours at the employee's straight time regular rate of pay,  
28 exclusive of all premium pay, on the days for which paid leave is granted. Additional  
29 paid leave for travel purposes may be granted with the approval of the City Manager  
30 which shall be charged against the sick leave record of the employee.

31 Section 10. Personal Leave. Each employee with two hundred and seventy (270)  
32 calendar days continuous service prior to January 1 shall be credited with two (2)  
33 personal leave duty days (forty eight [48] hours for non-forty hour per week employee)  
34 and three (3) personal leave duty days (twenty-four [24] hours for forty [40] hour per  
35 week employees) which may be used for personal business during the succeeding  
36 twelve (12) months. Such leave may not be accumulated nor paid for upon termination  
37 of employment.

38 Employees with less than two hundred and seventy (270) calendar days service on  
39 January 1, will be credited personal leave days as follows:

40 For one hundred and eighty (180) calendar days to two hundred and seventy (270)  
41 calendar days of service; one-half (1-1/2) duty days (thirty-six [36] hours for non-forty

1 [40] hour per week employees) and 2 duty day (sixteen [16] hours for forty [40] hour per  
2 week employees)

3 For ninety (90) to one hundred eighty (180) calendar days of service; one (1) duty day  
4 (twenty-four [24] hours for non-forty [40] hour per week employee) and one (1) duty day  
5 (eight [8] hours for forty [40] hour per week employees)

6 The exact timing of personal leave days will be subject to approval of the Fire Chief or  
7 their designee in order that sufficient personnel will be on hand at all times for  
8 departmental duties, recognizing that overtime may be incurred. Employees are asked  
9 to notify the Fire Chief or their designee of requested personal leave days as far in  
10 advance as possible. The minimum increments that may be taken by an eligible  
11 employee for a paid personal day are hourly units of one (1) hour or more and any  
12 fractions of an hour will be charged as a full hour. Personal leave days that an employee  
13 desires to use during the month of December must be scheduled no later than  
14 December 1st.

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

- 20
- 21 (a) Birth of the employee's child and subsequent after birth care.
- 22
- 23 (b) Placement of a child with the employee for adoption or foster care.
- 24
- 25 (c) To care for the employee's spouse, son, daughter, or parent who has a serious health  
26 condition.
- 27
- 28 (d) For a serious health condition that makes the employee unable to perform the  
29 employee's job.
- 30

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

- 34
- 35 (a) Requests for Leave and Medical Certification. Employees desiring leaves of absence  
36 under this Section shall provide written notice to the Employer setting forth the reasons  
37 for the requested leave, whether the requested leave is for a consecutive period of time  
38 or on an intermittent basis (several blocks of time or reduced work schedule), the  
39 anticipated start date of the leave and its anticipated duration. If the need for leave is  
40 foreseeable, the employee is required to provide the written notice to the Employer at  
41 least thirty (30) days in advance.
- 42

43 A request for leave to care for the employee's spouse, son, daughter, or parent who  
44 has a serious health condition, or a request for leave due to the employee's own serious

1 health condition that makes the employee unable to perform the employee's job, must  
2 be supported by a medical certification issued by the health care provider of the  
3 employee or the employee's family member. If the Employer has reason to doubt the  
4 validity of a medical certification, it may require the employee to obtain a second  
5 opinion at the Employer's expense from a health care provider of the Employer's  
6 choice. If the opinions of the employee's and the Employer's designated health care  
7 providers differ, the Employer may require the employee, at the Employer's expense,  
8 to obtain medical certification from a third health care provider designated or approved  
9 jointly by the Employer and the employee. The Employer shall have the right to require  
10 medical recertification's at reasonable intervals during the leave, at the Employer's  
11 expense.  
12

13 (b) Paid Benefit Time Applied to Leave. At the employee's option, leave granted under  
14 this Section may be paid or unpaid only to the extent that the employee has available  
15 any accrued but unused paid benefit time, in accordance with the following procedure:  
16

17 (i) In cases where the leave is needed due to the birth of a child, or an  
18 employee's or family member's serious health condition, accrued but  
19 unused paid benefit time available to the employee shall be applied in  
20 the amount and order desired by the employee.  
21

22 (ii) In cases where the leave is needed due to the placement of a child with  
23 the employee for adoption or foster care, any accrued benefit time,  
24 excepting sick time, may be used. Upon exhaustion of the amount of  
25 accrued but unused paid benefit time desired, the remainder of the leave  
26 shall be without pay.  
27

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

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

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

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

11 **ARTICLE 21**  
12 **RULES AND REGULATIONS**

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

17 Section 2. Drug and Alcohol Testing. The Employer reserves the right, through  
18 negotiations with the bargaining unit, to institute a drug and alcohol testing policy and  
19 the operating procedures to enact such policy to ensure the safety of its employees  
20 and the citizens of Mt. Pleasant. The Policy hereafter referred to as the Mt. Pleasant  
21 Public Safety Fire Department Drug and Alcohol Testing Policy, shall be made a part  
22 of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety Fire  
23 Department.

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

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

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

38



1 **ARTICLE 22**  
2 **LIFE AND HOSPITALIZATION INSURANCES**

3 Section 1. The Employer agrees to pay the required premium for group term life  
4 insurance and group term accidental death and dismemberment insurance for each full  
5 time employee equal to one (1) times the employee's annual salary at straight time  
6 rates as set forth in the pay plan under Section 1 of Article 26 rounded to the nearest  
7 one thousand dollars (\$1,000.00). Coverage shall begin for a new employee the first  
8 (1<sup>st</sup>) day of the month following one hundred and eighty (180) calendar days of service.

9 Section 2. Hospitalization - Surgical - Medical Insurance. During the term of this  
10 Agreement, the Employer agrees to make available a group hospitalization benefit  
11 program, approved by the Employer, for eligible permanent regular full-time employees  
12 who are scheduled to work thirty (30) or more hours per week on a continuous basis  
13 and who elect to participate covering certain hospitalization, surgical and medical  
14 expenses for employee-only coverage and for eligible dependent coverage. The  
15 benefit program shall be on a voluntary basis for eligible employees. The Employer  
16 agrees to provide employee-only coverage and eligible dependent coverage under  
17 terms and conditions governing the group benefit program as set forth in the master  
18 policy or policies governing the program. The spouse of an employee who has health  
19 insurance available through their employer must enroll in the health insurance if, as  
20 determined by the Employer, the cost to the spouse is not prohibitive. To assist in  
21 paying for out-of-pocket expenses that may occur if faced with a life threatening illness  
22 during the plan year, employees must submit a written request to the City Manager to  
23 cash in banked vacation, compensatory, holiday and/or personal days, not to exceed  
24 the current year's maximum out-of-pocket amount.

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

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

27  
28 The following traditional health insurance and prescription drug program are effective  
29 January 1, 2023.  
30  
31

<b>Employee Annual Premium Co-Share (pre-tax)</b> (Prorated over 24 pays in the year)	
2023 and 2024	<ul style="list-style-type: none"><li>• \$ 700 Individual</li><li>• \$ 1,500 Family</li></ul>

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> <li>90/10% unless noted under the plan</li> <li>\$20 office visit</li> </ul>	<ul style="list-style-type: none"> <li>70/30% of reasonable and customary (R&amp;C) charges on most services</li> </ul>
Annual Deductible	<b>2023 – 2024</b> <ul style="list-style-type: none"> <li>\$150 Individual</li> <li>\$300 Family</li> </ul>	<b>2023 – 2024</b> <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)	<b>2023-2024</b> <ul style="list-style-type: none"> <li>\$550 Individual</li> <li>\$1,100 Family</li> </ul>	<b>2023-2024</b> <ul style="list-style-type: none"> <li>\$2,500 Individual</li> <li>\$5,000 Family</li> </ul>
Chiropractic	<b>2023 -2024</b> The plan will provide up to 24 visits per person on an annual basis.	

1

Prescription Drug Program	
January 2023 - 2024	<ul style="list-style-type: none"> <li>20% of the cost with a minimum of \$15 and a maximum of \$40 per prescription, generic preferred</li> <li>\$75 co-pay on drugs costing \$500 or more</li> <li>Mail order: <ul style="list-style-type: none"> <li>2 x retail co-pay for a 90-day supply</li> <li>\$150.00 co-pay on medications costing \$1,000 or more via mail order</li> </ul> </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>Out-of-Pocket Maximum</li> <li>\$3,000 annually for single coverage</li> <li>\$9,000 annually for family coverage</li> </ul>

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9

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.

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

1 right to select any insurance carrier or carriers, provided current benefit levels remain  
2 substantially equivalent.

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

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

13 In the event that an employee quits or the employee's employment with the Employer  
14 is otherwise terminated, or in the event that an employee is on layoff, any premium co-  
15 share due will be deducted from the employee's final regular paycheck, The group  
16 benefit program and the employee's obligation for premium co-share shall continue in  
17 effect until the end of the last day of the month in which the quit, termination or layoff  
18 occurs. In the event that an employee is on leave of absence, the group benefit  
19 program shall continue in effect until the end of the last day of the month in which the  
20 leave of absence occurs; provided, however, that the group benefit program may be  
21 continued thereafter during the leave of absence, provided the employee makes the  
22 proper arrangements and the employee makes timely payment of the required cost of  
23 the benefit program. Other specific terms and conditions governing the group benefit  
24 program are set forth in the master policy or policies governing the program.  
25

26 Section 3. Health Care Savings Program (HCSP). Effective, January 1, 2017, all  
27 POLC employees shall participate in the Municipal Employees' Retirement System  
28 (MERS) Health Care Savings Program. Employees must, on a pre-tax basis,  
29 contribute the minimum amount for participation.

30 The Health Care Savings Program will be administered in accordance with the  
31 Municipal Employees' Retirement System Health Care Savings Program plan  
32 document and IRS regulations. If a conflict exists between this policy and the IRS  
33 regulations, the latter prevails.

34 (a) Year End Payouts. Annually by November 1, an employee must complete, sign and  
35 submit a leave conversion form to the Employer payroll office in order to be eligible for  
36 a yearend payout. An employee desiring a yearend payout for holiday hours may elect  
37 payment via a check or have the elected hours placed into an eligible deferred  
38 compensation plan, as defined in Article 17, Holidays.

39 A yearend payout for vacation hours may only include payment into an eligible deferred  
40 compensation plan, as defined in Article 18, Vacations. There will be no cash payment  
41 for vacation hours.

1 The employee must indicate the number of eligible holiday or vacation hours for which  
2 the employee would like to receive in a payout of the eligible balances. In January of  
3 the following year, 100% of the cash value of any remaining holiday or vacation hours  
4 elected for payment after the December payout will be contributed to the employee's  
5 Health Care Savings Account.

6 (b) Retirement Payouts. No less than two weeks prior to an employee's retirement date,  
7 the employee may complete and submit to the Employer payroll office a leave  
8 conversion form indicating the number of eligible sick, vacation, holiday, and  
9 compensatory hours the employee desires to receive in a check as a cash out of the  
10 eligible balances. At the date of retirement, 100% of the cash value of any remaining  
11 and eligible sick, vacation, holiday, and compensatory balances shall be contributed to  
12 the employee's Health Care Savings Account.

13 **ARTICLE 23**  
14 **PENSION/RETIREMENT BENEFITS**

15 Section 1. Retirement Notification. Employees considering retirement from City  
16 employment are required to file a written "notice of intent" to retire ninety (90) days in  
17 advance of the employee's anticipated retirement date. A formal, written commitment  
18 to retire, including a specific retirement date, must be provided not less than thirty (30)  
19 days in advance of the employee's retirement date. Such written notices shall be filed  
20 with the Director of Public Safety and the Human Resources department. Any and all-  
21 time limits may be waived or altered upon the approval of the City Manager, Union  
22 President, and a third person, agreed to by both parties, provided extenuating  
23 circumstances or life-changing events occur.

24 Section 2. Effective January 1, 1982, the Employer agrees to allow employees who  
25 retire from employment pursuant to the retirement plan referred to in this Agreement to  
26 continue as a participant in the hospital, medical and surgical group; provided,  
27 however, that the cost of the required premiums shall be paid in full by the retired  
28 employee and remitted to the Employer in accordance with such procedures as may  
29 be established by the Employer. A Retiree's opportunity to participate in healthcare  
30 benefits shall survive the expiration of this collective bargaining agreement.

31 Employees retiring on or after January 1, 2020, from the POLC union may also elect  
32 coverage in dental and vision insurance plans, following the same stipulations as the  
33 health and prescription coverage.

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

- 35 (a) Continue in the health, prescription, dental and vision insurance plan(s) as a retiree,  
36 (b) Discontinue participation in the health, prescription, dental and vision care plan(s); or  
37 (c) Defer participation in the health, prescription, dental and vision plan(s) to a date/event  
38 specific and sign up at date/event specific.

1 The election form is available in the Human Resources Department. If a retired  
 2 employee is removed or discontinues participation in the group health, prescription,  
 3 dental and/or vision insurance plan(s), with the exception of the deferment option, the  
 4 retired employee shall not be allowed to again become a participant.

5 The following identifies eligibility for and the length of time a retired full-time employee  
 6 and/or their dependents may participate in the Employer's group health plan when  
 7 specific life-changing events occur.

RELATIONSHIP TO RETIREE	LENGTH OF ELIGIBILITY FOR COVERAGE
Retired employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> <li>1) continuous coverage at retirement OR take one-time insurance deferment option to a date certain and sign up at date/event certain;</li> <li>2) pay premiums on time; and</li> <li>3) sign up for Medicare A &amp; B when eligible</li> </ol>
Spouse of employee at retirement - still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan
Spouse of employee at retirement - divorced	Spouse is no longer eligible after COBRA defined length of time
Spouse of employee at retirement - widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date certain, which was decided on if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after employee's retirement	Not eligible for coverage
Children of employee at retirement	Eligible for insurance benefits until the age indicated in the plan document
Children of employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document
Children of employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document

1        Section 3. Pension Plan Service Credit. Service credit will be issued to employees  
2 who meet the following requirements, to receive one (1) month of service credit, an  
3 employee shall work (or be paid via use of leave banks, as if working), as follows:

4        Forty-Hour a Week Employee = 60 hours in a month.

5        Non-Forty Hour a Week Employee = 96 hours in a month.

6        If the employee does not work the required hours per month, they will not receive  
7 service credit for that month. This calculation will be processed upon application for  
8 retirement to the ACT 345 Board.

9        Section 4. Pension Benefits.

10       (a) Spousal Vesting.

- 11
- 12           i. If an employee has worked and/or purchased at least ten (10) years of  
13 service and a non-duty death occurs while employed by the Employer,  
14 the employee's spouse will be paid a survivor pension for the remainder  
15 of the spouse's life. The amount is computed as if the employee had  
16 retired the day preceding the employee's death with a straight life  
17 pension, and elected Option 1.
- 18
- 19           ii. If a duty death occurs while employed by the Employer, the employee's  
20 spouse will be paid a survivor pension when worker's compensation  
21 benefits cease for the remainder of the spouse's life. The amount is equal  
22 to the worker's compensation benefit paid when worker's compensation  
23 benefits stop.

24

25       (b) Retirement.

- 26
- 27           i. Effective, the first pay date in January 2020, the POLC employee's  
28 contribution to the 345 Pension Plan shall be 5% of the employee's  
29 payroll.
- 30
- 31           ii. Employee's hired on or prior to December 31, 2019; Eligibility for  
32 retirement is a minimum of age fifty (50) and a minimum of twenty-five  
33 (25) years of service or age sixty (60) with a minimum of ten (10) years  
34 of service. The plan provides for a three (3) year FAC (best three [3] of  
35 final five [5] years) and a ten (10) year vesting period. The monthly  
36 pension benefit for retirees shall be calculated at 2.75% for the first  
37 twenty-five (25) years of service and 1% for each year thereafter. The  
38 maximum allowable benefit shall not exceed 80% of the FAC.
- 39
- 40           iii. Employee's hired on or after January 1, 2020; eligibility for retirement is  
41 a minimum of age fifty (50) and a minimum of twenty-five (25) years of  
42 service or age sixty (60) with a minimum of ten (10) years of service.

1 The plan provides for a three (3) year FAC (best three [3] of final five [5]  
2 years) and a ten (10) year vesting period. The monthly pension benefit  
3 for this group of retirees shall be calculated at 2.5% for all years of  
4 service. The maximum allowable benefit shall not exceed 75% of the  
5 FAC.  
6

7 (c) Thirteenth Check Provision.  
8

9 i. This benefit terminates for all non-retired employees as of January 1,  
10 2023.

11 ii. For those eligible and retired prior to January 1, 2023, the following  
12 applies:

13 In accordance with this Agreement, specific fire retirees shall be eligible  
14 to collect a thirteenth or one additional pension benefit payment payable  
15 on an annual basis. Payments shall be processed by the Employer with  
16 the May pension payment, following the Employer's receipt of the  
17 actuarial report for the year immediately preceding and shall be pro-rated  
18 according to the number of months retired in the calendar year.  
19

20 Such benefit will be computed based on the following formula: Provided  
21 that the fund's actuarial firm, as confirmed by the Employer's Police and  
22 Fire Retirement Board, determine that the Firefighter's Pension Fund  
23 maintains no less than an 84% funded position. In the event that the  
24 economic conditions of the Employer and the 345 Pension Fund  
25 changes, the Employer and the Association agree to enter into  
26 discussions to review potential amortization schedules.  
27

28 Retirees prior to January 1, 2000:  
29

30 5.0% TIMES total benefit dollars paid out to all fire retirees for prior year  
31 MULTIPLIED BY  
32 the proportion of pre-2000 fire retirees to all fire retirees  
33 DIVIDED BY  
34 number of fire retirees retired prior to January 1, 2000  
35 EQUALS  
36 payment to each fire retiree retired prior to January 1, 2000  
37

38 Retirees after January 1, 2000, but prior to January 1, 2023:  
39

40 7.5% TIMES total benefit dollars paid out to all fire retirees for prior year  
41 MULTIPLIED BY  
42 the proportion of post-1999 fire retirees to all fire retirees  
43 DIVIDED BY  
44 number of fire retirees retired after January 1, 2000  
45 EQUALS  
46 payment to each fire retiree retired after January 1, 2000

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

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

3 11 firefighters receiving pension

4 9 firefighters retired prior to 1/1/2000

5 2 firefighters retired after 1/1/2000

6  
7 The calculation for pre-2000 retirees would be:

8 .05 times \$228,104 = \$11,405

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

10 \$9,331 divided by 9 = \$1,036

11 \$1,036 is payment to each of fire retirees who retired prior to 1/1/2000

12 The calculation for 2000 and after retirees would be:

13 .075 times \$228,104 = \$17,107

14 \$17,107 multiplied by 2/11ths = \$3,110

15 \$3,110 divided by 2 = \$1,555

16 \$1,555 is payment to each of fire retirees who retired after 1/1/2000

17  
18 (d) Retiree Health Insurance. Provisions for purchase of retiree health insurance are  
19 provided in Article 23, Section 2.

20 Section 5. Part-time Firefighter Hiring Bonus

21 Effective January 1, 2023, City of Mt. Pleasant Paid on Call Firefighters (POCF) who  
22 are hired directly from the POCF ranks into a full-time position within the POLC union  
23 will be eligible for a one-time hiring bonus.  
24

25 (a) Hiring bonus parameters:

- 26 i. Eligible hires may receive up to \$10,000, as a one-time hiring bonus  
27 ii. The bonus will be paid at the successful completion of the POLC full  
28 time probation period.  
29 iii. The bonus will be calculated by taking the average response rate over  
30 the past five years, or less based on date of hire. We will then multiply  
31 the average percentage to \$10,000 to arrive at a bonus amount.  
32 iv. For example, a paid-on call firefighter that makes 65% of their runs over  
33 the five years before joining full time fire would receive a payment of  
34 \$6,500.  
35

\$10,000 Dollars	Multiplied by the average Run Rate percentage from POCF hire date to termination date. The average will be calculated over no more than 5 years.	Equals	Bonus Payment
10,000	X 65%	=	\$6,500 bonus

36



- v. Payments are eligible to be paid out to employees with the first full payroll period after successful completion of the POLC probationary period.
- vi. Hiring bonus payments will not count towards employee's final average compensation for purposes of calculation defined benefit pension benefits.

Section 6. Deferred Compensation Matching Program (457) Plan.

Employees hired on or prior to December 31, 2019, shall be eligible for a one to one contribution match up to two percent (2%) of base wage to be paid by the Employer toward an Employer-offered deferred compensation program.

Employees hired on or after January 1, 2020, shall be eligible for a one to one contribution match up to three percent (3%) of base wage to be paid by the Employer toward an Employer-offered deferred compensation program.

- (a) The employee's contributions are placed in a 457 account.
- (b) The employer's contributions are placed in a 401a account.
- (c) The employee has the ability to select their personal investment options.

1 **ARTICLE 24**  
2 **GENERAL**

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

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

11 Section 3. Uniforms. The Employer will continue to furnish all work and dress uniforms  
12 that the employees are required to use. Effective, the first (1<sup>st</sup>) pay date in January  
13 2015, the annual uniform maintenance allowance will be rolled into the base wage  
14 structure for covered employees. See Article 26, Compensation.

15 Section 4. All Forty (40) Hour Per Week Employees – Benefit Accrual. For an  
16 employee entering into or returning from one of these positions, the accumulated leave  
17 days shall be converted to an equivalent cash value basis.  
18

19 Section 5. Residency Requirement. All employees must reside and maintain their  
20 principal domicile within the limits of Isabella County or within twenty (20) miles from  
21 the nearest City Limits, whichever is greater.  
22

23  
24 Upon application to and approval of the City Manager, a waiver of the above residency  
25 requirements may be granted. Each application will be handled on a case-by-case  
26 basis. Decisions by the City Manager are non-precedent setting and may not be  
27 grieved.  
28

29 Section 6. Labor-Management Committee. The Employer and the Union agree to form  
30 a Labor-Management Committee. This committee will be comprised of the P.O.L.C.  
31 negotiating team and a Union management representative, and will meet every other  
32 month at a mutually agreed date and time, beginning the month after final signature of  
33 the Agreement. Any member not on duty shall be compensated at the appropriate  
34 overtime rate for actual time spent in the meetings.  
35

36 The primary purposes of this Labor-Management Committee will be to facilitate  
37 Agreement interpretation and enhance communication. The committee will use a  
38 problem-solving approach similar to that learned in the Employer organizational  
39 development training.

40 Section 7. Fire Department Apparatus Operation.  
41

42 In an effort to build the skill set of the Employer Paid on Call Fire (POCF) staff, the  
43 Employer will provide our POCF staff driving and operational training on apparatus

1 and a driving course. The Employer shall not displace or replace full-time fire staff  
2 with paid on call fire staff for apparatus operations. Paid on call staff may operate or  
3 drive apparatus within the shadow program or scheduled group training, only under  
4 the guidance and supervision of a full-time fire staff person.

5 **ARTICLE 25**  
6 **CLASSIFICATION**

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

10 **ARTICLE 26**  
11 **COMPENSATION**

12 **Section 1. Compensation.**

- 13
- 14 (a) The pay rates below will be effective with the first (1<sup>st</sup>) full pay period in January of each  
15 year of the Agreement.  
16
- 17 (b) The Employer and Union have agreed to evenly distribute required work hours, thus  
18 creating a one hundred and six (106) hour pay period which conforms to a nineteen  
19 (19) day work cycle and when multiplied by twenty-six (26) pay periods in a calendar  
20 year, equals 2756 annual work hours for a non-forty (40) hour per week employee.  
21
- 22 (c) All forty (40) hour per week employees will work a standard eighty (80) hour pay period,  
23 which represents a fourteen (14) day work cycle and a total of two thousand and eighty  
24 hours on an annual basis.  
25
- 26 (d) Bi-weekly paychecks shall be issued in accordance with Employer established pay  
27 periods of fourteen (14) consecutive days beginning at 8:00 a.m. on Sunday.  
28
- 29 (e) Effective the first (1<sup>st</sup>) full pay period of January 2023, in the first (1<sup>st</sup>) year of this  
30 Agreement, employees shall be paid on the basis of the following pay plan.  
31

2023	
Classification	Hourly
Fire Fighter	
• Start	\$17.47
• 18 Month	\$19.38
Fire Equipment Operator	
• Start	\$19.69
• 6 Month	\$20.02
• 1 Year	\$21.09
• 2 Year	\$22.74
• 3 Year	\$26.45
Fire Sergeant	\$28.24
Fire Lieutenant	\$38.68

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The hourly rates for 2023 represent a 2% increase for Fire Fighter and Fire Equipment Operator, and a 2.5% increase for Fire Sergeant and Fire Lieutenant from the 2022 hourly rates.

- (f) Effective the first (1<sup>st</sup>) full pay period of January 2024, in the second (2<sup>nd</sup>) year of this Agreement, employees shall be paid on the basis of the following pay plan.

2024	
Classification	Hourly
Fire Fighter	
• Start	\$17.82
• 18 Month	\$19.77
Fire Equipment Operator	
• Start	\$20.08
• 6 Month	\$20.42
• 1 Year	\$21.52
• 2 Year	\$23.19
• 3 Year	\$26.98
Fire Sergeant	\$28.94
Fire Lieutenant	\$39.65

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14

The hourly rates for 2023 represent a 2% increase for Fire Fighter and Fire Equipment Operator, and a 2.5% increase for Fire Sergeant and Fire Lieutenant from the 2023 hourly rates.

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

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

- 16 (a) Employee's hired on or before December 31, 2013, may receive payment for the  
17 highest level of any officer certification, added to highest level of either Associate's or  
18 Bachelor's Degree with a maximum benefit to any individual employee not to exceed  
19 three thousand seven hundred dollars (\$3,700.00).  
20

21 Skill Based Pay Schedule  
22

23	Fire Officer I	\$1,000
24	Fire Officer II	\$1,200
25	Fire Officer III	\$1,750
26	Associate Degree	\$1,700
27	Bachelor Degree	\$1,950
28		

- 29 (b) Employee's hired into P.O.L.C. on or after January 1, 2014, may receive the following:  
30

- 31 (i) A Firefighter or Fire Equipment Operator may receive payment for the  
32 highest level of Fire Officer Certification obtained.  
33

34	Fire Officer I & II	\$1,200
35	Fire Officer III	\$1,750
36		

- 37 (ii) Effective, January 1, 2017, a Sergeant, Lieutenant, or Captain/Fire  
38 Marshal may receive payment for the highest degree level obtained.  
39

40	Associate Degree	\$1,950
41	Bachelor Degree	\$2,200
42		

43 Section 3. Equipment Operator Compensation. In the event there is no Fire Equipment  
44 Operator on duty, the most senior Fire Fighter on duty shall be designated as the Fire  
45 Equipment Operator. The Fire Fighter designated as the Fire Equipment Operator

1 shall receive the regular rate of pay plus the hourly pay rate difference between a Fire  
2 Fighter and the third year pay step of a Fire Equipment Operator.

3  
4 Section 4. Duty Officer Compensation. In the absence of a Fire Sergeant, the most  
5 senior employee on duty shall be designated as the duty officer. The duty officer shall  
6 receive the regular rate of pay plus the hourly rate difference between a Fire Sergeant  
7 and the third-year step of a Fire Equipment Operator.

8 **ARTICLE 27**  
9 **SAVING CLAUSE**

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

14 **ARTICLE 28**  
15 **TERMINATION AND MODIFICATION**

16 This Agreement shall continue in full force and effect until 11:59 p.m., December 31,  
17 2024.

18 Section 1. If either party desires to terminate this Agreement, it shall, one hundred  
19 twenty (120) calendar days prior to the termination date, give written notice of  
20 termination. If neither party shall give notice of amendment, as hereinafter provided, or  
21 if each party giving a notice of termination withdraws the same prior to termination  
22 date, this Agreement shall continue in effect from year to year thereafter, subject to  
23 notice of termination by either party one hundred twenty (120) calendar days written  
24 notice prior to the current year's termination date.

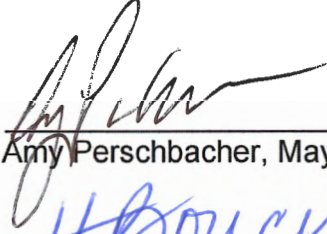
25 Section 2. If either party desires to modify or change this Agreement, it shall, one  
26 hundred twenty (120) calendar days prior to the termination date or any subsequent  
27 termination date, give written notice of amendment, in which event the notice of  
28 amendment shall set forth the nature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

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

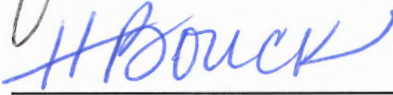
38

1 CITY OF MOUNT PLEASANT

MOUNT PLEASANT ASSOCIATION  
OF FIRE FIGHTERS, Police Officers  
Labor Council

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6  
7 By:   
8 Amy Perschbacher, Mayor

By:   
Sergeant, Rich Clark

9  
10 By:   
11 Heather Bouck, City Clerk

By:   
Sergeant, Will Millikin

12  
13 Dated: 02/27/2023

14 By:   
15 Fire Equipment Operator, Kris Crawford

16  
17  
18 By:   
19 Fire Equipment Operator, Alan Tillotson

20  
21  
22 By:   
23 POLC Business Agent, Jason Owen

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**LETTER OF UNDERSTANDING  
CITY OF MOUNT PLEASANT**

**and  
MOUNT PLEASANT ASSOCIATION OF FIREFIGHTERS**

**OF THE POLICE OFFICERS LABOR COUNCIL (POLC)** The Union and employees recognize that currently in effect are statutory provisions under State law which prohibit the Union and employees from engaging in strikes and related action interfering with the normal operations and services of the Employer and the full and proper performance of job duties by employees. In the event that there are any changes in the State law (including any regulations that may be issued thereunder) which are made applicable to the Employer and which have the effect of removing, making null and void, or otherwise changing the prohibited activity referred to in the statutory provisions, then the parties shall, within fourteen (14) days following such changes, meet and through good faith effort reach a mutually acceptable work agreement for replacement of this clause.


CITY OF MOUNT PLEASANT

MOUNT PLEASANT ASSOCIATION  
OF FIRE FIGHTERS

Police Officer Labor Council

By:   
\_\_\_\_\_  
Amy Perschbacher, Mayor

By:   
\_\_\_\_\_  
Sergeant, Rich Clark

By:   
\_\_\_\_\_  
Heather Bouck, City Clerk

By:   
\_\_\_\_\_  
Sergeant, Will Millikin

Dated: 02/27/2023

By:   
\_\_\_\_\_  
Fire Equipment Operator, Kris Crawford

By:   
\_\_\_\_\_  
Fire Equipment Operator, Alan Tillotson

By:   
\_\_\_\_\_  
POLC Business Agent, Jason Owen



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