

City of Mt. Pleasant-Paid On-Call Firefighter Agreement



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AGREEMENT

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BETWEEN

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CITY OF MOUNT PLEASANT

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AND

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THE MOUNT PLEASANT FIREFIGHTERS ASSOCIATION

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EFFECTIVE: April 6, 2025 – December 31, 2029

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AGREEMENT

This Agreement, effective April 6, 2025, between the City of Mt. Pleasant (hereinafter referred to as the "EMPLOYER") and the Mount Pleasant Firefighters Association of the Mt. Pleasant Fire Department (hereinafter referred to as "EMPLOYEES" and "Paid On-Call Firefighters").

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

WHEREAS, the EMPLOYER has formed an organization known as Paid On-Call Firefighters, and

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

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

PURPOSE AND INTENT

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

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

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

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

ARTICLE I RECOGNITION - EMPLOYEES COVERED

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

ARTICLE II
ASSOCIATION DUES

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

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

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

ARTICLE III
RIGHTS OF EMPLOYER

Section 1: Management Rights. All management rights, powers, authority, prerogatives, and functions, regardless of whether exercised in the past or prior to the effective date of this Agreement and regardless of whether exercised in the future or following the effective date of this Agreement and regardless of the frequency or infrequency of exercise of these rights, shall remain vested exclusively in the Employer. It is expressly recognized, and the Union agrees, that such management rights, powers, authority, prerogatives, and functions include, by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

- (a) The right to manage and control the facility in all of its operations and activities;
- (b) The right to determine all matters of management policy, facility and department scope, layout, operation and location;
- (c) The right to determine the location where work will be performed;
- (d) The right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof;
- (e) The right to direct the working force including, but in no way limited to, the right to hire, discipline, suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees;
- (f) The right to reduce or increase the size of the working force;
- (g) The right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations;

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- 1 (h) The right to establish and change from time to time personnel policies and
2 procedures;
- 3 (i) The right to maintain safety, order and efficiency;
- 4 (j) The right to establish and change job descriptions from time to time as deemed
5 desirable with any changes being presented to the Labor Management
6 Committee prior to implementation;
- 7 (k) The right to establish satisfactory productivity and work standards;
- 8 (l) The right to make judgments as to employee qualifications, including ability and
9 skill;
- 10 (m) The right to determine the nature and number of facilities and departments to
11 be operated;
- 12 (n) The right to be the exclusive judge of all matters pertaining to the services that
13 the Employer provides and the delivery of those services;
- 14 (o) The right to determine the methods, procedures, processes and means of
15 providing and delivering services and the equipment and machines to be
16 acquired or used to provide such services;
- 17 (p) The right to establish the standards of quality of services;
- 18 (q) The right to determine the standards of services, efficiency and productivity;
- 19 (r) The right to determine the methods, processes, means and materials to be
20 used in the providing and delivering of services;
- 21 (s) The right to continue and maintain the Employer's operations and services as
22 in the past and prior to the effective date of this Agreement with the Union;
- 23 (t) The right to establish standards for client care;
- 24 (u) The Employer shall also have the right to study, introduce and use new,
25 improved, or different methods, means, equipment, facilities and the Employer
26 shall also have the right to use outside assistance either in or outside of the
27 Employer's facility, including subcontracting and any other form of contracting
28 assistance to perform any or all aspects of its work or function;
- 29 (v) The right to make technological or labor-saving changes.

30 It is expressly understood, and the Union agrees, that the Employer reserves and
31 retains solely and exclusively all of its inherent and customary rights, powers, authority,
32 prerogatives, and functions to manage and administer the Employer's operations and
33 services in all respects, some of which rights are referred to by way of illustration in this

section, and the Employer's judgment and determination in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

Section 2. Rules and Regulations. The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within 14 calendar days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement. However, the Union or collective bargaining unit employees *are not* precluded from grieving whether rule(s) or regulation(s) has been reasonably applied.

ARTICLE IV RIGHTS OF EMPLOYEES

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

Section 2: Any EMPLOYEE who is scheduled for an interview concerning disciplinary action that may be made part of their record may, if they so desire, request the presence of an elected representative.

ARTICLE V FAIR EMPLOYMENT STANDARDS

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

ARTICLE VI TRAINING MEETINGS

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

ARTICLE VII PROMOTIONS

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

Promotion to Paid On-Call Fire Officer will be based on recommendation from the Paid On-Call Firefighters with the final selection made by the Fire Chief. If the Paid On-Call Firefighters do not make a recommendation within 60 days of vacancy, the Fire Chief will independently select an individual and assign the Fire Officer position.

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

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

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

Michigan Firefighters Training Council (MFFTC) Fire Fighter II

Incident Command Training including National Incident Management System (NIMS) training

Hazardous Materials Operations Level Training

Michigan Firefighters Training Council (MFFTC) Fire Officer I. This may be obtained within one year of appointment to the Fire Officer role.

Four years experience with the Mt. Pleasant Fire Department, preferred.

ARTICLE VIII SENIORITY

Section 1: Acquiring Seniority.

A. Each member of the Paid On-Call Firefighters of Mt. Pleasant Fire Department shall acquire seniority one (1) year after date of hire.

B. Seniority shall be cumulative so long as an EMPLOYEE is an active member of the Paid On-Call Firefighters of the Mt. Pleasant Fire Department.

C. Seniority within the supervisory position of Paid On-Call Fire Officer shall be according to continuous years of service in the position.

Section 2: Seniority Lists.

A. A seniority list for members of the Paid On-Call Firefighters shall be maintained apart from the list which is provided all full-time EMPLOYEES of the EMPLOYER.

B. A seniority list shall be provided electronically to the POCF President in January and July of each year.

Section 3: Loss of Seniority.

Seniority shall be broken for the following reasons:

A. If the EMPLOYEE quits.

B. If the EMPLOYEE is discharged for just cause.

ARTICLE IX LAYOFF AND RECALL

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

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

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

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

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

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

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

ARTICLE X GRIEVANCES AND APPEALS

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

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

1 procedure.

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

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

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

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

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

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

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

34 **ARTICLE XI** 35 **WORKING HOURS**

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

40 No EMPLOYEE shall respond to less than 30% of all alarms within each six-month
41 period. Failure to meet the established run percentage or a pattern of not meeting this

1 expectation will result in disciplinary action up to and including termination.

2 All POC Fire EMPLOYEES will be permitted to request sign out days for a
3 maximum of 25 days per calendar year. The sign out procedure will be established by the
4 Fire Chief. Employees may sign out for a minimum of 24 hour increments and a maximum
5 of fourteen (14) consecutive days. During an approved sign-out, EMPLOYEES will be
6 excused from responding to alarms and any such alarms occurring during that period of
7 time will not be included in that EMPLOYEE'S percentage calculation. EMPLOYEES must
8 sign out prior to the first day of the period of absence. Fifty percent (50%) of the
9 EMPLOYEES must be available at all times. It is agreed that at no point will more than
10 50% of EMPLOYEES be allowed to sign-out at the same time. See Article XII, Section 1,
11 A, if you need to request a leave longer than fourteen (14) consecutive days.

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

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

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

22 **ARTICLE XII**

23 **EARNED SICK TIME**

24 In compliance with the Earned Sick Time Act (ESTA), earned sick time shall be
25 tracked and earned on a calendar year basis (January 1 through December 31). All
26 employees subject to this policy shall accrue 1 hour of sick time for every 30 hours
27 worked. Employees shall only accrue sick time for hours the employee actually worked.
28 An employee utilizing earned time shall be paid at the pay rate equal to the employee's
29 normal hourly wage or base wage.
30

31 Employees are permitted to utilize earned sick time for any of the following reasons:
32

- 33 1. The employee's mental or physical illness, injury, or health condition; medical
34 diagnosis, care, or treatment of the employee's mental or physical illness, injury,
35 or health condition; or preventative medical care for the employee.
36
- 37 2. For the employee's family member's mental or physical illness, injury, or health
38 condition; medical diagnosis, care, or treatment of the employee's family members'
39 mental or physical illness, injury, or health condition; or preventive medical care
40 for a family member of the employee.
41

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3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
4. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
5. For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Employees are entitled to utilize up to 72 hours of sick time per year. Employees are permitted to carry over 72 hours of unused earned sick time from year-to-year. Any additional time accrued beyond 72 hours shall be deemed forfeited at the end of each year.

Any employee hired on or after February 21, 2025, shall be required to wait until the 120th calendar day after commencing employment before using accrued earned sick time. Employees will still accrue sick time at a rate of 1 hour for every 30 hours worked during this period, but are not entitled to utilize such earned sick time until after 120 calendar days after commencing employment.

If an employee plans to utilize earned sick time for an absence, and the absence is foreseeable, the employee is required to provide advanced notice of 7 days before the date the earned sick time is to begin. Failure to provide advanced notice will result in the denial of the employee's ability to utilize earned sick time. An example of a foreseeable absence is the attendance of a scheduled doctor appointment.

If the need to utilize earned sick time is not foreseeable, the employee shall give notice to the City as soon as practicable. What is considered "as soon as practicable" is dependent on the unique facts and circumstances of each situation, but it is expected that employees will notify the City prior to the start of his or her scheduled shift. Except for under extreme circumstances, an employee who fails to report to work and fails to notify the City of its utilization of earned sick time may be subject to disciplinary action.

1 After an employee utilizes earned sick time on three consecutive days, the
 2 employee shall substantiate the use of sick leave by such reasonable means as his or
 3 her department head may require. Intentional falsification of the need for utilizing sick time
 4 or the utilization of sick leave for an unpermitted reason shall be grounds for disciplinary
 5 action up to and including discharge.
 6

7 Employees may use paid sick time in 2-hour increments.
 8

9 Employees will not be penalized or retaliated against in any way for requesting or
 10 utilizing earned sick time for the purposes designated above in Section 3. Employees who
 11 believe their rights have been violated under the Michigan Earned Sick Time Act are
 12 permitted to file a complaint with the Michigan Department of Labor and Economic
 13 Opportunity's Wage and Hour Division and/or file a grievance under this collective
 14 bargaining agreement.

15 **ARTICLE XIII** 16 **EXTENDED LEAVES OF ABSENCE**

17 Section 1: General Conditions.

- 18 A. Any leave over fourteen (14) calendar days must have advanced approval
 19 of the Fire Chief or their designee and shall be submitted on departmental
 20 leave of absence form. A copy of the approved absence form will be
 21 forwarded to Human Resources and retained in the appropriate employee
 22 file.
- 23 B. All medical leaves must have advance approval of the Fire Chief or their
 24 designee and shall be submitted on the departmental leave of absence
 25 form.
- 26 C. An EMPLOYEE giving false information to obtain a leave of absence or an
 27 EMPLOYEE who fails to follow departmental policy on sign out shall be
 28 subject to discipline in accordance with the Employee Conduct and
 29 Disciplinary Action Policy.
- 30 D. An EMPLOYEE on leave of absence shall make arrangements for payment
 31 of any insurance continuation benefits for which they are eligible.
- 32 E. Excepting worker's compensation benefits, all compensation ceases the
 33 31st day after the leave commences. Insurance benefits are administered
 34 as addressed in Article XIV.

35 Section 2: Military Leave.

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

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1. The EMPLOYEE has received an honorable discharge or has been relieved from active duty under honorable conditions.
2. The EMPLOYEE is physically able to perform the job.
3. The EMPLOYEE reports for work within ninety (90) calendar days of discharge or release from active duty or release from hospitalization continuing after discharge or release.

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

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

- A. For medical leave of absence not covered by worker's compensation benefits, an EMPLOYEE may be on leave under this Section for a period of not more than one (1) year, after which time the employment relationship shall terminate. Health insurance benefits for eligible EMPLOYEES shall cease on the 91st day after a leave commences. All other forms of compensation cease on the 31st day after a leave commences. Insurance benefits are administered as addressed in Article XIV.
- B. For medical leave of absence due to injury on the job and which is covered by worker's compensation benefits, and/or which prevents the EMPLOYEE from continuing their normal work duties in pursuit of a livelihood, an EMPLOYEE may be on leave under this section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, eligible EMPLOYEES will continue to have dental, hospitalization insurance and accident and disability insurance premiums paid by the EMPLOYER. Such coverage shall continue for (2) years or for the number of full months of seniority with the EMPLOYER acquired by the EMPLOYEE at the time of the injury, whichever is the lesser.

EMPLOYEES are required to notify the EMPLOYER of any condition which will require a medical leave or limit their ability to fully perform all the duties and physical requirements of their position with the City. A leave of absence under this Section must be supported by a physician's certificate clearly showing the date for commencement of such leave or work restriction and the required return to work date, again stating any applicable work restrictions. The statements from the physician shall be given to the EMPLOYER by the EMPLOYEE as soon as the EMPLOYEE is first aware of the condition or restriction. EMPLOYEES who are anticipating a medical leave of absence under this Section may be required to present a physician's certificate recommending that the EMPLOYEE continue at work and, in all cases, the EMPLOYEE'S attendance, job

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responsibilities, personal health needs and safety must be satisfactorily maintained. An EMPLOYEE desiring to return to work from a medical leave of absence under this Section must present a physician's certificate indicating that the EMPLOYEE is physically and medically able to return to work and to satisfactorily perform the EMPLOYEE'S job or present other verification acceptable to the EMPLOYER. The City reserves the right to provide the physician with a typical duties list which outlines the physical demands of the position and the document must be completed and returned prior to the employees return to full duty.

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

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

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

Section 4: Worker's Compensation. The City of Mt. Pleasant will follow the Worker's Disability Compensation Act (ACT 317) of 1969. Act 317 dictates wage loss benefits and provider selection. There is a seven-day waiting period for wage loss benefit payments. If the disability lasts beyond seven consecutive calendar days, the worker is entitled to benefits as of the eighth day after the injury. If a disability continues for 14 consecutive calendar days or longer, then the worker is entitled to be paid compensation from the date of disablement. Act 317 also states during the first 28 days of treatment the City has the right to choose the doctor. See ACT 317 Sections, 418.161, and 418.354, item 15, for more information.

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

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

ARTICLE XIV RESIDENCY

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

To the North: Rosebush Road

To the South: Pleasant Valley Road

To the East: Loomis Road

To the West: Winn Road

A. A new hire will be given 12 months to move or work within these boundaries. Should circumstances arise that impact the 12-month requirement, these extenuating conditions will be reviewed at a Labor Management meeting to determine if an extension of the 12-month period is warranted.

B. All employees must maintain their primary residency or place of employment within the perimeter restrictions listed as a condition of employment and for the full duration of their employment with the City of Mt. Pleasant. May be on either side of the physical roads listed above.

ARTICLE XV BENEFITS (EAP, HEALTH, PRESCRIPTION DRUG, DENTAL, ACCIDENT AND DISABILITY INSURANCE AND RETIREMENT PLAN)

Section 1: All EMPLOYEES are eligible to participate in an Employee Assistance Program (EAP) or similar program to aid and assist EMPLOYEES with personal, emotional, medical, substance abuse or other behavioral problems which may affect job performance.

Section 2: During the term of this Agreement, the EMPLOYER agrees to make available a group hospitalization benefit program, approved by the EMPLOYER to EMPLOYEES hired prior to January 1, 2011, who elect to participate covering certain hospitalization, surgical and medical expenses for EMPLOYEE-only coverage and for eligible dependent coverage. The spouse of an EMPLOYEE who has health insurance available through their employer must enroll in the health insurance if, as determined by the EMPLOYER, the cost to the spouse is not prohibitive. The benefit program shall be on a voluntary basis for eligible EMPLOYEES. The EMPLOYER agrees to contribute to the required cost for EMPLOYEE-only coverage and eligible dependent coverage under terms and conditions governing the group benefit program as set forth in the master policy or policies governing the program.

The following traditional health insurance and prescription drug program are effective January 1, 2022. This contract may be reopened for negotiations during the term of the contract for change(s), deletion(s), or amendment(s) to the health and prescription

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

1 drug program.

EMPLOYEE premium co-share (pre-tax and prorated over twenty-six (26) pay periods of the calendar year)	<u>2025:</u> • \$700 Individual • \$1,500 Family <u>2026</u> • \$749 Individual • \$1,605 Family <u>2027-2029</u> • TBD
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	<u>In-Network</u>	<u>Out of Network</u>
Benefit Level	<u>2025</u> • 90/10% unless noted under the plan • \$20 office visit <u>2026-2029</u> • TBD	<u>2025</u> • 70/30% of reasonable and customary (R&C) charges on most services <u>2026-2029</u> • TBD
Annual Deductible	<u>2025</u> • \$150 Individual • \$300 Family <u>2026-2029</u> • TBD	<u>2025:</u> • \$400 Individual • \$700 Family <u>2026-2029</u> • TBD
Out-of-Pocket Maximums (Does not include the deductible or office visit fees)	<u>2025:</u> • \$750 Individual • \$1,500 Family <u>2026-2029</u> • TBD	<u>2025:</u> • \$2,500 Individual • \$5,000 Family <u>2026-2029</u> • TBD
Chiropractic	24 visits per person on an annual basis.	
Prescription	<u>2025</u> • 20%, minimum of \$15, not to exceed \$40 per prescription, generic preferred • \$75 co-pay on retail costing \$500 or more for a 34 day supply • Mail order – 2x retail co-pay for a 90-day supply • Up to \$150 max co-pay on mail order medications costing \$1,000 or more <u>2026-2029</u> • TBD • Annual maximum co-pay of \$3,000 per single enrollee and \$9,000 per family	

2

3 In lieu of the traditional health insurance and prescription drug program, a

4 consumer driven health insurance with a Health Reimbursement Account (HRA) and

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

1 prescription drug program is available to all EMPLOYEES hired prior to January 1, 2011,
2 through the cafeteria plan.

3 The EMPLOYER reserves the right to determine the method of providing the group
4 benefit program, including the right to establish and implement a self-insured program
5 and the right to select any insurance carrier or carriers.

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

22 A. In the event of the death of an insurance eligible EMPLOYEE while they are
23 actively engaged in EMPLOYER-authorized firefighting activities, the
24 EMPLOYER shall continue to pay full family premium insurance as
25 described in this Section 1 for a period of eighteen (18) months immediately
26 following the month of death.

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

39 Section 3: Dental Insurance. For all EMPLOYEES hired prior to January 1, 2011, the
40 EMPLOYER shall carry Class I (Preventive and Diagnostic Services), Class II (Basic
41 Services), and Class III (Major Services) dental benefits covering 50% of reasonable
42 charges to a limit of \$800 per enrolled family member per year. This plan is more
43 commonly known as the High Dental Plan. Specific terms and conditions governing the
44 group benefit program are set forth in the master policy or policies governing the program.

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Section 4: Retiree Definition. A retiree is a former EMPLOYEE of the EMPLOYER who has met the following criteria:

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

Section 4.1: Retirement Notification. For planning and replacement purposes, employees eligible for and considering retirement from the Employer workforce are required to file a written notice of intent to retire with the appropriate Division Head and the Human Resources Department at least three (3) months in advance of the employee's anticipated retirement date. The employee may withdraw the notice of intent for any reason up to thirty (30) days in advance of the actual retirement date. A written and irrevocable commitment to retire, including a specific retirement date must be provided not less than thirty (30) days in advance of the actual retirement date.

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

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

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

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

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RELATIONSHIP TO RETIREE	<u>LENGTH OF ELIGIBILITY FOR COVERAGE</u>
Spouse of EMPLOYEE at retirement – widowed	Widow is eligible for insurance benefits until death, as long as they were covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after EMPLOYEE'S retirement	Not eligible for coverage
Children of EMPLOYEE at retirement	Eligible for insurance benefits until the age indicated in the plan document
Children of EMPLOYEE after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document
Children of EMPLOYEE after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document

Section 6: Life, Accident, and Disability Insurance. The EMPLOYER will provide all EMPLOYEES with paid life, accident, and disability insurance for work-related accidents or disabilities. In the event that an EMPLOYEE quits or the EMPLOYEE'S employment with the EMPLOYER is otherwise terminated, or in the event that an EMPLOYEE is on layoff, the group accident and disability insurance program coverage shall terminate as of the date the quit, termination, or layoff occurs.

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

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

Section 7: Retirement Plans.

- A. Municipal Employees' Retirement System (MERS) Plan. EMPLOYEES hired prior to January 1, 2011, shall be members of the Municipal Employees' Retirement System (MERS) and provided benefits under the B-1 (1.7% multiplier) Plan with a F(N) (20 years of credited service) benefit and a three (3) year FAC (the average of the highest consecutive 3-year [36 months] period of earnings of the EMPLOYEE'S credited service) and a ten (10) year vesting period. The EMPLOYEE contribution for the retirement

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plan shall be five (5) percent of gross wages. EMPLOYEES will receive service credit for each month they are on the on the active roster. EMPLOYEES who enter or leave the unit within the quarter will receive service credit for the appropriate months provided the EMPLOYEE was on the active roster for at least fifteen (15) days in the month.

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

B. Deferred Compensation Matching Program. All EMPLOYEES hired on or after January 1, 2011, shall be eligible for a one-to-one contribution match up to 10% of gross wages to be paid by the City into the MERS deferred compensation program.

ARTICLE XVI COMPENSATION

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

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

A. Base Rates throughout the Life of the Agreement.

1. The base rate for EMPLOYEES hired prior to January 1, 2011, shall be \$205.96 per pay period.

2. The base rate for EMPLOYEES hired on or after January 1, 2011, shall be \$150.00 per pay period.

B. Skill-Based Premiums Upon Certification, per pay period as shown below.

Certification	Beginning 4/6/2025	2026	2027	2028	2029
Fire Officer I	\$8.40	\$8.57	\$8.74	\$8.91	\$9.09
Fire Officer II	\$12.60	\$12.85	\$13.11	\$13.37	\$13.64
Fire Officer III	\$14.70	\$14.99	\$15.29	\$15.60	\$15.91

C. Paid On-Call Fire Officer Pay, per pay period as shown below.

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

Beginning 4/6/2025	2026	2027	2028	2029
\$40.38	\$41.19	\$42.01	\$42.85	\$43.71

D. Michigan Emergency Medical Service Licenses: A Paid On-Call Firefighter hired prior to April 6, 2025, may only receive payment for the highest level of emergency medical service license they have obtained.

Employees hired on or after April 6, 2025, are not required to obtain nor will they be compensated for Emergency Medical Technician (EMT) license pay.

1. Michigan Medical First Responder (MFR) Pay. EMPLOYEES having completed requisite training and having obtained and maintained a Michigan Medical First Responder License shall be compensated per pay period as shown below.

Beginning 4/6/2025	2026	2027	2028	2029
\$29.27	\$29.86	\$30.46	\$31.07	\$31.69

2. Emergency Medical Technician (EMT) License Pay. EMPLOYEES hired prior to April 6, 2025, having completed the requisite training and having obtained and maintained an Emergency Medical Technician License shall be compensated per pay period as shown below.

Beginning 4/6/2025	2026	2027	2028	2029
\$48.46	\$49.43	\$50.42	\$51.42	\$52.45

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

Example: a person has an 80% response rate for the six-month measurement period equaling a \$4,000 bonus. That bonus will be divided by the number of months employed = \$4,000/6 six months = \$666.67. \$666.67 times 4 months of employment = \$2,666.68

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

A. Participation Bonus for EMPLOYEES Hired Prior to January 1, 2011.

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

EMPLOYEES maintaining a run response rate percentage shown in the table below shall be eligible for the corresponding participation bonus as shown below.

<u>Response Rate</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>50%-59%</u>	<u>\$998.00</u>	<u>\$1,017.96</u>	<u>\$1,038.32</u>	<u>\$1,059.09</u>	<u>\$1,080.27</u>
<u>60%-69%</u>	<u>\$1,627.50</u>	<u>\$1,660.05</u>	<u>\$1,693.25</u>	<u>\$1,727.12</u>	<u>\$1,761.66</u>
<u>70%-79%</u>	<u>\$3,150.00</u>	<u>\$3,213.00</u>	<u>\$3,277.26</u>	<u>\$3,342.81</u>	<u>\$3,409.67</u>
<u>80% and above</u>	<u>\$4,000.00</u>	<u>\$4,080.00</u>	<u>\$4,161.60</u>	<u>\$4,244.83</u>	<u>\$4,329.73</u>

B. Participation Bonus for EMPLOYEES Hired on or After January 1, 2011. EMPLOYEES maintaining a run response rate percentage shown in the table below shall be eligible for the corresponding participation bonus as shown below.

<u>Response Rate</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>50%-59%</u>	<u>\$1,890.00</u>	<u>\$1,927.80</u>	<u>\$1,966.36</u>	<u>\$2,005.68</u>	<u>\$2,045.80</u>
<u>60%-69%</u>	<u>\$2,625.00</u>	<u>\$2,677.50</u>	<u>\$2,731.05</u>	<u>\$2,785.67</u>	<u>\$2,841.38</u>
<u>70%-79%</u>	<u>\$4,200.00</u>	<u>\$4,284.00</u>	<u>\$4,369.68</u>	<u>\$4,457.07</u>	<u>\$4,546.22</u>
<u>80% and above</u>	<u>\$5,000.00</u>	<u>\$5,100.00</u>	<u>\$5,202.00</u>	<u>\$5,306.04</u>	<u>\$5,412.16</u>

Section 4: Run Response Rate. Throughout the life of the Agreement, EMPLOYEES shall be paid a run response of \$20.00 per hour with a minimum of two hours pay per run actually responded to.

Section 5: Departmental Training. Throughout the life of the Agreement, the EMPLOYER shall compensate EMPLOYEES \$20.00 per hour for attendance at regular departmental training sessions.

Section 6: Hourly Compensation. Throughout the life of the Agreement EMPLOYEES shall be compensated at the hourly rate of \$20.00 and according to the rounding provisions in Section 7..

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

B. Training Meetings, Re-certification, Additional, and Required Training. The EMPLOYER shall compensate EMPLOYEES at the hourly rate specified above for requested or required fire-related training. Payment is contingent upon the training being scheduled and/or approved in advance by the Fire Chief or Director of Public Safety.

C. Training Time for New Hires. If a new hire does not possess Firefighter I, Firefighter II, and Michigan Medical First Responder (MFR) license as approved by the Fire Chief, they will be compensated at a rate of \$15.00

per hour while in training to achieve the Firefighter I, Firefighter II, and Michigan Medical First Responder (MFR) designations. All training and hourly compensation must be approved in advance by the Fire Chief.

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

- A. Sixteen (16) or more minutes past the hour will be rounded up to the half hour.
- B. Forty-six (46) or more minutes past the hour will be rounded up to the next hour.

ARTICLE XVII EDUCATION BENEFITS

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

Section 2: The EMPLOYER will provide education assistance for tuition and associated fees for each seniority employee not to exceed \$5,250 annually (per the IRS non-taxable fringe benefit guideline) Payment will be made following receipt of the bill from an accredited adult education or university, provided the following conditions are met:

- A. The employee requests education funds from the Fire Chief no less than 120 days prior to the start of the course. The Fire Chief may approve or deny based on funds availability. If the department budget cannot accommodate the cost associated with the education program, a delay in enrollment may be necessary. The application for reimbursement and the course description must be submitted to the Human Resources Director for evaluation and approval prior to course enrollment.
- B. The course is job related, reflects on improved job performance, or is a degree requirement. A “degree” is defined as a field of study directly applicable to the City, employee’s current position, or to be used toward a position which the City would employ.
- C. A grade of “C” or better is attained on adult education or undergraduate work and “B” or better on graduate work.
- D. In the event the EMPLOYEE is receiving the cost of tuition from another source, the EMPLOYEE shall only be reimbursed for textbooks not subject to reimbursement from another source.
- E. Upon receiving the written grade report, the EMPLOYEE has two (2) weeks in which to submit it to Human Resources.
- F. If the conditions of this section are not met, or the EMPLOYEE terminates during the course, or the grade report is not submitted, then payroll deduction for the check issued will commence.

ARTICLE XVIII
UNIFORMS

Section 1: Uniforms. The EMPLOYER shall furnish coats, boots, helmets, and gloves to all EMPLOYEES. EMPLOYER agrees to replace all items defined as uniforms when damaged, provided that replacement or reimbursement for damage beyond wear and tear incurred in the line of duty shall not be the responsibility of the EMPLOYER.

ARTICLE XIX
GENERAL

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

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

ARTICLE XX
TERMINATION AND MODIFICATION

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

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

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

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

CITY OF MOUNT PLEASANT

THE MOUNT PLEASANT
FIREFIGHTERS ASSOCIATION

Signed by:
By: Boomer L. Wingard
Boomer L. Wingard, Mayor

Signed by:
By: Brock Crystal
Brock A. Crystal

Signed by:
By: Marilyn K. Wixson
Marilyn K. Wixson, Acting City Clerk

Signed by:
By: Doug Sharrar
Douglas R. Sharrar

Dated: 04/23/2025

Signed by:
By: Brad Wahr
Bradley M. Wahr

Signed by:
By: Daniel G. Watters
Daniel G. Watters

City of Mt. Pleasant-Paid On-Call Firefighter Agreement

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