

AGREEMENT

BETWEEN

CITY OF CHARLOTTE, MICHIGAN

&

CHARLOTTE FIRE FIGHTERS,

IAFF LOCAL 5290

Effective Date: July 1, 2022

Expiration Date: June 30, 2024

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AGREEMENT

This Agreement is entered into between the City of Charlotte, Michigan, hereinafter referred to as the "City", and the Charlotte Fire Fighters, IAFF Local 5290, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 1

RECOGNITION

EMPLOYEES COVERED:

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1974, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time employees of the Fire Department of the City of Charlotte whose positions are classified as "All current and future full-time positions in the Charlotte Fire Department, including Deputy Chief, Assistant Chief, Captains, Lieutenants and Fire Fighters. Excluding: Fire Chief, part-time, part-paid and volunteer Fire Fighters, Clerical and other city employees".

Regular, full-time employees of the Charlotte Fire Department shall continue to perform, and no person other than a regular, full-time employee of the Charlotte Fire Department, shall cover regularly scheduled shifts normally and customarily covered by full-time employees of the Charlotte Fire Department.

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the City Charter and the Charlotte City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in the Agreement and subject, but not limited to, the following:

To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used; and the discontinuance of any services, materials, or methods of operation.

To introduce new equipment, methods, machinery, or processes; change or eliminate existing equipment and institute technological changes; decide on materials, or methods of operation.

THE CITY RESERVES THE RIGHT to hire, assign and lay off employees in accordance with the terms of the Agreement; however, all reductions in the work week or workday or any reduction involving a combination of the length of the workday and work week are the objects of collective bargaining.

THE CITY RESERVES THE RIGHT to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.

To determine lunch, rest periods, clean-up times, starting and quitting times.

To establish reasonable work schedules.

To discipline and discharge employees with seniority for just cause. Whenever possible discipline shall be to rehabilitate and correct an offender.

To adopt, revise and enforce working rules, and carry out cost and general improvement programs. However, no rule or regulation shall be adopted hereinafter without notice to the Union prior to implementation.

To transfer, promote and demote employees from one classification, department or shift to another; subject to the provisions contained in this Agreement.

To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work consistent with the provisions contained in this Agreement.

ARTICLE 3

PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever; nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any bargaining unit employee who commits any of the acts enumerated above shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4

NON-DISCRIMINATION AND RIGHTS OF THE UNION

The City will not discriminate against any Employee because of membership in the Union.

The Union is allowed to hold their monthly meeting in the Community Room at the West Side Station.

Officers of the Union may be afforded reasonable time during regular working hours to fulfill their Union responsibilities. During such periods of time, the fire fighters shall be considered on duty, and the City is not obligated to furnish a replacement.

The Employer will maintain suitable bulletin board space in each fire station which may be used by the Union for information concerning union activities.

ARTICLE 5

UNION BARGAINING COMMITTEE

The bargaining committee of the Union will include not more than two (2) Employees of the Charlotte Fire Department and may include not more two (2) non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Union Members involved in bargaining who are scheduled for duty at the time that a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to but not exceeding thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No employee will be given additional compensation or compensatory time for time spent in bargaining sessions.

ARTICLE 6

PROBATIONARY PERIOD

When a new Fire Fighter is hired in the bargaining unit, he shall be considered as a probationary Fire Fighter for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages and hours of employment. No matter concerning the layoff, discipline or termination of a probationary Fire Fighter shall be subject to the grievance procedure.

ARTICLE 7

SENIORITY

Definition. Seniority shall mean the status attained by continuous length of regular full-time employment from the employee's most recent full-time date of hire in the Charlotte Fire Department.

Seniority Lists. Management shall maintain a roster of Fire Fighters arranged according to seniority showing name, position and date of hire, and once each year, upon request of the Union, will furnish a copy of the list to the Union.

ARTICLE 8

LOSS OF SENIORITY

A Fire Fighter shall lose his status as a Fire Fighter and his seniority if:

- A. He/she resigns or quits.
- B. He/she is discharged for just cause.
- C. He/she retires.
- D. He/she has been on layoff for a period of time equal to his/her department seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- E. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive shifts without notifying the City, except when the failure to notify the City is due to circumstances beyond the control of the member.
- F. He/she is convicted of a felony.
- G. Settlement with the employee has been made for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

Use. Seniority will be used in determining vacation, order of lay-off and order of recall. Whenever it is necessary to effect changes between Fire Fighters involving special assignment preference in these matters shall be given to the best qualified Fire Fighter with the most seniority.

Seniority in Rank. For purposes of the command structure, Seniority in Rank shall prevail.

ARTICLE 9

LAY-OFF AND RECALL

Definition. Lay-off shall be defined as the separation of bargaining unit employee(s) from the active work force due to a lack of work, a lack of funds or other legitimate reasons as determined by the City.

Order of Lay-off. If and when it becomes necessary to reduce the number of bargaining unit employee(s) in the work force, probationary employees within the affected classification will be laid off first, then bargaining unit employees will be laid off in inverse seniority order within classification and they will be recalled by classification in the order of seniority.

Demotion in Lieu of Lay-Off. A bargaining unit employee subject to lay-off who so requests may in lieu of lay-off, be demoted by seniority to a lower position in the Fire Department, provided he/she is qualified for the position to which he/she seeks demotion.

Notice of Lay-off. The City shall give written notice to the Fire Fighter (s) of any proposed lay-off. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof. Such notice shall give the name(s) of Fire Fighter (s) and classification(s).

If notice of lay-off is given, the City and the Union agree to meet within a reasonable period of time to discuss any possible alternatives to such lay-off.

ARTICLE 10

RECALL FROM LAYOFF

A Fire Fighter to be recalled from lay-off shall be given a maximum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.

A Fire Fighter who declines recall or who, in absence of extenuating circumstances satisfactory to the Fire Chief, fails to respond as directed within the time allowed shall be presumed to have resigned and their name(s) will be removed from the seniority list.

Restoration to Positions from which Demoted.

Fire Fighters to be restored to positions from which they had been demoted in lieu of lay-off shall be given three (3) calendar days in which to accept.

ARTICLE 11

PROMOTIONS

When filling a vacant bargaining unit position above that of full-time firefighter, or if the City creates a new bargaining unit job classification above that of full-time firefighter, the City will first look to fill the vacant position from within the bargaining unit. The City will determine when and if a vacant position is filled.

The position opening will be posted on each station's Union bulletin board for a period of not less than fifteen (15) consecutive calendar days. During the fifteen (15) day posting period any bargaining unit member meeting the eligibility requirements (which will be included on the posting) may submit to the Chief a written request to be considered for the open position. Any bargaining unit member on authorized leave for the entire fifteen (15) day posting period will be notified by Department as to the job posting.

Qualifications for potential promotion will be based on the position's job description, and other criteria as established by the City and included in the job posting.

The promotion process may include both written examination and oral examination.

The Chief will determine if any of the internal candidates are qualified, if so, will select the most qualified of the internal candidates. If two (2) qualified internal candidates are equally qualified, the position will be awarded to the more senior of the two (2) internal candidates. Unsuccessful candidates will be so notified.

If the internal candidates are deemed "not qualified" the City may post the position opening externally.

ARTICLE 12

PAY FOR ACTING RANK

Whenever an employee covered by this agreement performs a duty of any rank higher than his/her present rank under order of the Fire Chief and/or for the convenience of the Employer, said employee shall be compensated in the amount for that particular position upon an hourly basis at the rate set forth in Appendix A. The Fire Chief shall appoint the next highest ranking on duty full-time employee, based on time in rank and with the appropriate qualifications for the position, to perform the duties eg: when a lieutenant fills in for a Captain that is on sick leave, vacation, kelly or other leave day.

ARTICLE 13

WORKING HOURS AND CONDITIONS

Duty Day and Hours

Fire Fighters covered work two hundred and sixteen (216) hours as scheduled during a twenty-eight (28) day work period. 24 hour shifts (8:00 a.m.-8:00 a.m.) day on, day off, day on, day off, day on, 4 days off.

Fire Fighters covered hereby shall receive an hourly wage for their work as defined in Appendix "A" hereof.

Overtime at one and one-half (1.5) times the regular rate shall be paid after one hundred six (106) hours in a fourteen (14) day work period or after the regular hours scheduled in a duty day. For the purposes of this section paid vacation personal, sick and funeral leave shall be considered as hours having been worked.

ARTICLE 14

KELLY DAYS

Fire Department employees get 24 hours off in every 12-week period for a "Kelly Day".

ARTICLE 15

CALLBACK TIME

When called back to work for an emergency during times the employee is not scheduled to work, except during prearranged paid time off, employees shall receive a minimum of two (2) hours at one and one-half (1.5) times his/her regular hourly rate of pay or paid the for the actual number of hours worked at one and one-half (1.5) times his regular hourly rate of pay regardless of prior days off on scheduled work days.

An employee off on an approved paid leave: vacation, personal leave, earned time off/comp time, funeral leave, who reports for an emergency shall have the time they report for such emergency be considered as part of their regular work day. This will, for the equivalent hours, cancel the approved time off and the time worked during the regular shift hours shall be paid at time and one-half (1.5) of the employee's straight time pay.

If a bargaining unit member's position is being filled due to sick, vacation, Kelly day or other form of leave, the right of first refusal will go to bargaining unit members using an Equalization of Overtime list. If no full-time employee wants to work, then the position may be filled by a part time employee.

ARTICLE 16

PAYDAY

Employees shall be paid on a bi-weekly basis via direct deposit to the employee's account with a financial institution capable of receiving electronic funds transfers.

ARTICLE 17

COURT LEAVE

When testifying on a work related case in a court of law or a work-related hearing, while off duty, authorized by the Chief or his designee, a Fire Fighter shall receive a minimum of two (2) hours at one and one-half (1.5) times his/her regular hourly rate of pay or paid the actual number of hours worked at one and one-half (1.5) times his regular hourly rate of pay for time spent in such activities, whichever is greater. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

ARTICLE 18

CIVIC DUTY/JURY DUTY LEAVE

Employees required to appear for jury qualification or jury service and have been notified of such subsequent to their hire date shall be granted leave with regular pay for those hours they would have been scheduled to work, however any money earned as a juror, except the money received for mileage and meals, shall be turned over to the City. To qualify for jury duty pay, an employee must give immediate notice to his/her supervisor when notified of his/her selection by showing his/her Notice of Jury Duty, and must report for work immediately upon release from jury service each day.

ARTICLE 19

EARNED TIME OFF/COMP TIME

Employees may exchange overtime hours worked for earned time off (ETO) at the rate of time and one-half (1-1/2) under the following conditions:

The maximum amount of ETO hours that can be banked is 108 hours.

Any usage of ETO will be charged and deducted from the ETO bank. Notification of ETO used will be forwarded to Finance Director.

The ETO option will be made during the pay period that it is earned. ETO shall be banked to the nearest one-half (1/2) hour or paid in full.

ETO shall be used in increments of 1 hour.

An employee may utilize ETO only with the approval of the Fire Chief or person so designated.

Employees will be granted ETO in accordance with a first come, first serve basis, provided shift coverage is maintained.

Accumulated ETO in any amount shall be paid to the employees upon request. Payment will be issued as soon as practical. Payment will be made at the wage rate ETO was earned.

ARTICLE 20

LIFE INSURANCE

After completion of six (6) months of full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of Twenty-Five Thousand dollars (\$25,000). Accidental death or dismemberment or death in the line of duty will result in double indemnity coverage.

ARTICLE 21

WORKERS COMPENSATION

In accordance with State law, workers' compensation benefits are available to eligible employees who are injured during the course of their employment. No employee shall receive duplicate payments from sick leave and worker's compensation.

If an employee is off work for more than fourteen (14) days, worker's compensation benefits are paid for the original seven (7) days. In this case, it is the employee's responsibility to submit to the payroll department, a copy of their worker's compensation benefits payment, and the detailed explanation of benefits. Upon receipt, the amount will be deducted from their next payroll check, and corresponding sick leave will be reinstated to their accrued hours.

Any work-related injury or illness, no matter how minor, must be reported to the employee's supervisor immediately. If medical assistance is required, the Fire Chief or designee will send him or her to an approved medical facility. Worker's Compensation regulations require that within 24 hours of an illness and/or injury a report and a claim form must be completed and submitted.

ARTICLE 22

LIGHT DUTY

If an employee is determined by a medical professional to be able to perform light duty, the availability of light duty will be determined by the Fire Chief. The employee will provide a medical slip indicating the provisions of light duty restrictions in 14 day increments.

ARTICLE 23

SICK LEAVE AND DISABILITY

Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be used in the case of necessity. To be paid available sick leave, the employee shall notify the Fire Chief or his/her designee prior to the time set for reporting to work.

All full-time employees shall be eligible to accumulate sick leave from the first month of service.

When an absence is for more than three (3) consecutive duty days, the employee may be required to file a physician's certificate. A Payroll Change and Request form for sick leave shall be filled out immediately and signed by the employee (when possible) and the department head, and turned into Payroll before payment for an absence will be made.

An employee injured during any gainful employment other than with the City shall not be eligible for sick or disability benefits from the City.

ARTICLE 24

EMPLOYEE-EARNED SICK LEAVE

All eligible full time employees shall be entitled to sick leave credit of eleven (11) hours for each completed month of service, except that no leave credit can be earned during a leave of absence without pay. New hires will be credited with twenty-four (24) hours of sick leave.

The amount of leave time charged to an employee during any absence shall be equal to the number of regularly scheduled hours the employee would have worked during such absence. Leave credit will not be allowed in advance of being earned.

An employee may accumulate earned sick leave in an amount not to exceed six hundred forty-eight (648) hours; provided, however, an employee hired prior to July 1, 2010 may retain sick leave accumulated as of June 30, 2010 up to one thousand eighty hours (1080) hours which amount shall be that employee's maximum allowed accumulation. An employee's maximum allowed accumulation shall be reduced by the number of hours of

sick leave used in each year (July 1 to June 30) in excess of the amount earned in said year, if any, but in no case will an employee's maximum allowed accumulation be less than six hundred forty-eight (648) hours. If an employee's actual accumulation is less than six hundred forty-eight (648) hours, earned sick leave shall be accumulated up to six hundred forty-eight (648) hours.

Payment of Unused Employee-earned Sick Leave: Payment of unused employee-earned sick leave, not to exceed the maximum allowed accumulation, shall be made to the employee upon retirement with the Municipal Employees Retirement System or to his/her beneficiary upon death. The amount of this will be verified by the City Clerk's office on retirement.

Payment of one-half (1/2) of the unused employee-earned Sick Leave/Disability Leave accumulation will be paid to the employee upon leaving employment after ten (10) full years of employment with the City.

Those employees whose sick leave accumulation reaches the maximum allowed accumulation authorized herein shall be paid annually at the rate of one-half (1/2) of the employee's regular hourly rate of pay for each hour of sick leave earned and unused in excess of the maximum accumulation as of June 30 in each year. Payment shall be made by July 31 of each year based on the regular hourly rate of pay in effect on June 30.

ARTICLE 25

FAMILY AND MEDICAL LEAVE

An eligible employee shall be granted leave pursuant to the Family and Medical Leave Act (FMLA) for the purposes and under the terms and conditions as provided by law. For purposes of FMLA leave, the term "12-month period" shall be defined to mean a rolling 12-month period measured backward from the date an employee uses the FMLA leave. An employee shall first utilize any accrued paid leave: e.g. vacation leave, sick leave, or personal leave, prior to taking unpaid FMLA leave.

ARTICLE 26

CITY PAID DISABILITY LEAVE

City paid disability leave will be provided in conjunction with employee-earned sick leave for long-term critical illness or non-job related injury for up to twenty-six (26) weeks.

City paid disability leave will be approved after the proper City forms provided by the City Clerk's office are filled out and filed with the City Clerk. This form will include a physician's certificate to be completed by the attending physician and a portion for the employee to fill out. This written notice of claim must be presented to the City Clerk's office within

fifteen (15) days of the occurrence of the injury or illness for the employee to be eligible for disability benefits.

City paid disability leave will be provided for employees starting thirty (30) days from the date of employment. Employees must be absent from work longer than five duty days before becoming eligible for disability benefits. City paid disability leave payments will commence on the fifteenth (15th) calendar day.

Disability benefits will not be paid for any claim covered by workers' compensation or for an injury that resulted from other gainful employment, suicide attempts, or for injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability result from causes entirely unrelated to the cause of the previous disability or commence after the employee has returned to active full-time work for the City for at least two (2) consecutive weeks.

Schedule of Payment for Disability Leave

EMPLOYEE LEAVE CITY PAID

Week	Sick Leave	City Disability Hours	Total
1	54	0	54
2	54	0	54
3	43	11	54
4	43	11	54
5	32	22	54
6	32	22	54
7	22	32	54
8	22	32	54
9	11	43	54
10	11	43	54
11-26	0	54	54

ARTICLE 27

EMPLOYEE RESPONSIBILITY

To be eligible for Sick Leave pay the employee must be available by telephone, during those times the employee requests pay for Sick Leave absence, at the employee's residence, physician's office or hospital. An answering device is not an acceptable substitute. An employee who is not so available shall be ineligible for any Sick Leave payment. This provision will not apply to medically verified illness and/or disability.

Employment may terminate for any employee who is off work continuously for six months, whether covered by sick leave, disability leave or workers compensation, or a combination of any leave, including Family Medical Leave. An extension of this six-month period may be granted upon written request to the City Manager.

ARTICLE 28

LONG TERM DISABILITY INSURANCE

The City will provide long term disability insurance with a monthly benefit equal to 66 2/3% of the employee's regular wages up to a maximum monthly benefit of \$5000 for disabilities the duration of which exceeds the maximum benefit under the City Paid Disability section. Benefits paid under the Long term disability insurance shall commence following the twenty-six (26) weeks of disability leave under the City Paid Disability-section.

ARTICLE 29

PERSONAL LEAVE

Full-time regular employees with one (1) year seniority are allowed up to two (2) days a year with pay for personal leave. It is intended that this leave is to be used for personal business purposes which cannot be conducted during non-work hours and is not to be used to extend vacations, holidays, entertainment etc. without permission from the Fire Chief or his/her designee. Personal leave time must be approved by the Fire Chief.

Personal leave days not used by July 1 of each year may be added to the employee's accumulated sick leave. If the employee has reached the maximum allowed accumulation of sick leave, the employee may cash those days that exceed these amounts at one-half pay. This payment will be made on or before August 1.

ARTICLE 30

FUNERAL LEAVE

A maximum of two (2) days funeral leave time with pay may be utilized, if necessary, on the death of a full time employee's immediate family member, upon notice to the Fire Chief and/or City Clerk's office. Immediate family shall be interpreted as including: spouse, child, father, mother, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, grandparents, grandchildren and step relations of the employee's immediate family.

A maximum of one (1) days of sick leave time may be utilized if necessary for attendance at non-immediate family funerals with permission of the Fire Chief or his/her designee.

Extended funeral leave in extenuating circumstances may be authorized by the City Manager. An employee may utilize personal leave or take leave without pay if authorized.

ARTICLE 31

VACATION

Each full time employee will receive earned vacation credit each year on his/her anniversary date of hire. Vacation pay will be calculated using the employee's regular base pay.

The amount of vacation leave charged to an employee during his or her leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his/her absence on such leave.

Vacation leave shall be used during the twelve-month period following its having been credited to the employee; provided, however, employees may be permitted to "carry over" no more than fifty-four (54) hours vacation leave to be used in the six months following their anniversary date. Employees may be paid after their anniversary date of hire for up to fifty-four (54) hours vacation leave that is not used or carried over.

Procedure

The time at which an employee shall take his/her vacation shall be determined by the Fire Chief and/or Human Resources Department. Requests for vacation leave shall be governed by seniority if more than one request is submitted for the same period. Sufficient advance notice of not less than two (2) weeks shall be given to the Fire Chief or his/her designee to allow for vacation scheduling and to arrange work schedules accordingly.

Eligibility

All full-time employees shall accumulate and receive vacation leave benefits within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay.

Vacation Crediting –

Employee hired before July 1, 2010

Length of Service	Vacation Allowance
12 to 36 months	One hundred eight (108) hours
37 to 120 months	One hundred sixty-two (162) hours
121 to 180 months	Two hundred sixteen (216) hours
181 months and over	Two hundred seventy (270) hours

Employee hired after July 1, 2010

Length of Service	Vacation Allowance
12 to 36 months	One hundred eight (108) hours
37 to 120 months	One hundred sixty-two (162) hours
121 months and over	Two hundred sixteen (216) hours

ARTICLE 32

HOLIDAY PAY

Employees whose scheduled duty day commences on a holiday will be paid two (2) times their regular rate of pay for all hours actually worked on that duty day. All other employees shall be paid for 12 hours at their regular rate of pay for the holiday.

If an employee does not work the day prior to or immediately following a holiday, he/she shall not be compensated for such holiday unless the absence on such day was scheduled or excused eg: vacation, sick or other approved paid leave. If the holiday occurs during an employee's vacation, that day will be paid as holiday pay, and the employee will not be charged for a vacation day.

The following are designated as holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve	December 31

ARTICLE 33

LONGEVITY PAY

All regular full-time employees actively employed by the City who have completed five (5) full years of full-time employment with the City as of November 15 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due. The maximum amount of longevity pay paid to an employee shall not exceed \$1,500 annually.

Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule below. Employees whose service with the City voluntarily terminates for any reason, including retirement, between November 15 dates, shall be eligible for a calendar months' pro-rated payment of their longevity pay, payable upon separation.

Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.

Longevity Payment Schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 years or more and less than 10 years	2.00% of annual wage
10 years or more and less than 15 years	3.00% of annual wage
15 years or more and less than 20 years	4.00% of annual wage
20 years and over	5.00% of annual wage

ARTICLE 34

PAYMENT OF UNUSED ACCUMULATED BENEFITS

If an employee leaves the service of the City before completing one (1) year of work, he/she will receive no vacation pay. After completion of one (1) year of employment, an employee leaving the City for any reason shall be paid for unused vacation.

Payment of unused employee-earned sick leave, not to exceed the maximum accumulation authorized herein, shall be made to the employee or his/her beneficiary on death or normal retirement under the Municipal Employees Retirement System. Payment of half of the employee's unused sick leave accumulation will be paid to an employee upon his/her voluntary resignation after ten (10) full years of employment with the City.

ARTICLE 35

PROFESSIONAL LICENSE/CERTIFICATIONS

The City shall pay for all EMS, Fire/Building Inspector and Department related certifications/ re-certifications, Continuing Education and license renewals.

ARTICLE 36

EDUCATION/TUITION BENEFITS

Each regular full-time employee shall be eligible for reimbursement of 100% of tuition costs of a pre-approved program towards a certificate or a degree. Programs must be job specific and approval must be authorized by the Fire Chief or City Manager.

All course fees, to include manuals, books, enrollment, etc., shall initially be purchased by the individual requesting the course. Upon successful completion of the course, employees shall submit a request for reimbursement for up to 100%, with a maximum of \$1000 per fiscal year, of the cost for tuition, only.

ARTICLE 37

FOOD ALLOWANCE

Upon presentation of paid receipts employees covered by this agreement will be reimbursed up to fifty-five dollars (\$55.00) per month of service for food allowance. The food allowance is for reimbursement for funds expended by employees at the convenience of the Employer. Reimbursements shall be made the second pay period of the following months: October, January, April, and July, for costs incurred in the prior quarter. Should an employee's employment terminate prior to the outlined reimbursement dates, they shall be reimbursed at the time of separation for expenses incurred to date.

ARTICLE 38

UNIFORMS AND EQUIPMENT

The City shall provide the initial issue of uniforms and equipment for all Fire Fighters covered by this Agreement. A two hundred dollar (\$200.00) shoe/boot allowance shall be made on new uniform shoes/boots as needed as approved by the Chief or his designee. Uniforms and equipment for Fire Fighters shall be furnished as follows:

Each fire fighter shall be provided at the City's expense, with the following items of dress clothing and turnout gear:

Uniforms

5 Short Sleeve Shirts

5 Long sleeve Shirts

5 Pairs of pants

2 long sleeve polos

2 Short sleeve polos

4 t-shirts

1 leather belt

1 belt buckle

1 name plate with serving since attachment

1 dress hat

1 dress hat badge

2 uniform badges

1 necktie

1 set of bugle pins

1 winter coat

1 spring/fall pull over

1 set of rank bars

1 dress coat

1 set of duty boots per year. If boots are damaged or worn out, they will be replaced.

Firefighting Equipment

2 sets of Turnout/Bunker gear

Red gear for Lieutenants/Captains

White Gear for Assistant Chief/Deputy Chief

2 nomex hoods

1 helmet (same color guidance as gear)

2 pairs of structure firefighting gloves

2 pairs of structure firefighting boots

These articles of turnout gear shall be selected and purchased by the City and meet the following minimum turnout gear standards:

Boots: To meet standards as set by Rule 7434, Part 74 of the Michigan Occupational Safety Standards.

Turnout Coat: Meet NFPA's standard No. 1971 for "Protective clothing for structural firefighting". Minimum requirements for protection from moisture, flames, radiant heat, contact with caustic or toxic materials, or other harmful exposures.

Helmets: To meet U.S. Department of Commerce "Model performance criteria for structural fire fighters helmets."

Gloves: Must be heat insulating and not readily flammable. Firefighting gloves shall have at least one (1) layer non-permeable material that is not readily flammable or shrinkable.

Turnout Pants: Meet same requirements as turnout coat.

The City shall furnish all replacement uniforms and turnout articles on an as need basis after inventory and inspection of uniforms and turnout gear. All turnout gear shall remain the property of the City. All equipment and uniforms issued by the City shall be the property of the City.

The standard duty uniform shall be a job shirt, t-shirt, pull over, polo or blue dress shirt. T-shirts are not permitted when going to meetings or public relations events. All employees covered by this agreement shall coordinate between long sleeve and short sleeve uniforms when attending public relations events or meeting. Except for travel to and from work, department issued uniform items shall not be worn off duty.

The City shall be responsible for the dry cleaning of all uniforms. The City shall be responsible for the cleaning of uniforms and gear when contaminated with blood borne pathogens, other possible biohazards, or other hazardous materials.

ARTICLE 39

RETIREMENT AND DEFERRED COMPENSATION

EMPLOYEES HIRED PRIOR TO APRIL 1, 2013

Each regular full-time Fire Dept. shift employee hired prior to April 1, 2013 shall become a member of the Michigan Municipal Employees Retirement System B-4 Plan program with the F-55 rider (Employee to contribute 4.36%). Fire Department employees are not covered under FICA (social security). The City will contribute matching funds up to \$2500

for employees who wish to invest in the ICMA 457 Retirement Plan in lieu of Social Security contributions. After the \$2,500 match has been met, the employees will receive an additional contribution of \$1,000 a calendar year.

An employee must have ten (10) years of service to be vested in the retirement plan. The definition of retirement is when an employee draws retirement benefits under the City's retirement plan with M.E.R.S. An employee leaving employment with the City shall not be considered a retired employee under any circumstances other than as stated in the above definition.

EMPLOYEES HIRED ON OR AFTER TO APRIL 1, 2013

Employees hired on or after April 1, 2013 shall be in a single group plan covering bargaining unit personnel. The plan will be the MERS Hybrid Plan with a 1.75% multiplier for the Defined Benefit portion of the plan together with F-55/25 waiver, FAC 3, 6-year vest provision. The Employer will pay the full cost of the Defined Benefit portion of said plan in accordance with actuarial requirements. The Defined Contribution portion of this Hybrid Plan shall be funded by the Employer in an amount equal to (the sum remaining when the cost to the Employer for the Defined Benefit portion is deducted from 16.2%). The Employer's maximum total contribution to the Defined Benefit and Defined Contribution portions of said plan shall not exceed 16.2% annually.

The MERS Alternative Transfer Rule will be adopted to facilitate employees hired prior to July 1, 2012.

ARTICLE 40

HOSPITALIZATION-MEDICAL COVERAGE

Coverage Provided. The City will contribute no more of the annual costs or illustrative rate and payments for reimbursement of co-pays, deductibles, or payments into health savings account, flexible spending accounts or similar accounts used for health care costs for single-person, two-person or full-family coverage for the Blue Care Network/HRA plan which includes a five thousand dollar (\$5,000.00) deductible paid by the Employer, or an equivalent plan that does not exceed the hard cap limitations contained in PA 152. Any substitute plan will contain provisions consistent with the plan described above and in conformity with State and Federal law. All costs in excess of the Employer's contribution shall be paid by the employee by periodic payroll deduction. This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

Prescription Drug Coverage Benefit. Prescription Drug Coverage shall require an employee co-payment of \$10 generic/\$40 brand name.

ARTICLE 41

DENTAL CARE

The City will pay 100% of the cost of Delta Dental Plan or its equivalent.

ARTICLE 42

VISION CARE

The City will pay 100% of the cost of the VSP vision plan or its equivalent for single, two-person, or family coverage, but not for family continuation coverage. The City will pay 100% of the cost of a rider to the VSP vision plan or its equivalent to provide coverage for the purchase of prescription safety glasses for those employees required to utilize prescription safety glasses in the performance of their duties.

ARTICLE 43

HEALTH CARE SAVINGS PLAN

The City shall make available a Health Care Savings Plan with Municipal Employees' Retirement System (MERS) and with an MERS Health Care Savings account to save for health care related expenses. An employee may participate in the MERS Health Care Saving Plan as the participation agreement stipulates. The following participation agreement and guidelines of this plan shall be as follows:

Administration of Plan. The City agrees to act as Plan Administrator and maintain proper accounting and handling of employee/employer contributions in accordance with MERS, Internal Revenue Service (IRS) and provisions of this Agreement. The City shall provide the Union a copy of the MERS Health Care Savings Program agreement. All contributions shall be deposited at MERS each calendar month. The Plan Administrator shall not receive fees or profit for administration duties. All rights and benefits shall be afforded to employee participants as described by MERS plan guidelines.

Employee Participation. Employees must participate and shall make bi-weekly wage contributions in the course of employment. Once participating, an employee may not cease wage contributions. Existing non-participating employees and new hire employees shall participate.

Employee Contributions. Each group member shall designate a bi-weekly wage contribution amount and shall be subject to change with notice to the Plan Administrator. In addition, participating members may contribute lump sum payroll contributions when notice is given to the Plan administrator prior to a pay period ending date. In addition, participating members may elect to make post-tax contributions during and after employment. Their Plan Administrator shall not withhold any tax, FICA or Medicare from any contribution.

Employer Contributions. The City shall provide bi-weekly matching contributions for employees hired prior to July 1, 2012 to a maximum of:

One Thousand Dollars (\$1,000) annually.

Employer maximum contributions shall be calculated per Fiscal Year (July 1 through June 30). Employer contributions shall be made in equal bi-weekly increments that total the employer's maximum annual contribution amount.

Separation from Employment. Should a participating member voluntary leave employment that member may make fund contributions utilizing funds from accrued leave time banks. These funds shall be contributed in the same manner (withholding exempt) as other contributions and in whole or in part to other retirement investment accounts designated by the member. Participating members shall not be required to make Mandatory Leave Conversions. Proper notice shall be made to the Plan Administrator on or before the last day worked.

In the event of involuntary termination of employment any contribution shall be determined by mutual agreement between the employee and the City.

ARTICLE 44

HEALTH INSURANCE FOR RETIRED EMPLOYEES

The City shall make hospitalization, medical, and dental insurance available to retired employees at the retired employee's expense. Should a retired employee opt not to obtain any insurance through the City's group carrier within 30 days upon their retirement, they are not eligible to sign up at a later date. Should a retired employee who has opted in decide to cancel their insurance due to coverage through a spouse or family member, they will not have the option to return to the City's insurance at any date.

ARTICLE 45

GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is a claim by a fire fighter, a group of fire fighters, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

For purposes of this article, "working days" shall be defined as week days, Monday through Friday (excluding holidays), between 0900 and 1700 hours.

No grievance shall be processed or recognized unless submitted in writing within seven (7) working days of the event prompting the grievance, provided, however, that any grievance involving pay may be filed within seven (7) working days of receipt of the paycheck which contains the claimed deviation in pay rate.

The grievance procedure shall consist of the following steps:

Step 1 - The grievant shall first present the grievance to his/her immediate supervisor, either personally or with a Union representative. If a fire fighter requests the assistance

of a Union representative, no steps shall be taken to process the grievance until a Union representative is present.

Step 2 - If the grievance is not resolved, the grievance shall be reduced to writing. The Union shall have the right to utilize its own grievance form, but the City may require the additional use of its own form, a copy of which will be supplied. The grievance shall be signed by the grievant and the Union representative and filed with the Fire Chief or his designee. The grievance shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated and relief sought. The Fire Chief or his designee shall have ten (10) working days from date of receipt of the grievance to submit a decision to the Union representative.

Step 3 - If the Fire Chief or his designee does not satisfactorily adjust the grievance in Step 2, the Union shall have ten (10) working days from the date of receipt of the decision in which to appeal the grievance to the City Manager. The Union representative shall thereafter discuss the matter with the City Manager and the grievant. A final decision in writing shall be given by the City Manager within ten (10) working days of receipt of the grievance. The decision shall be delivered to the Union representative.

Step 4 - If the Union is not satisfied with the disposition of the grievance by the City Manager, it may submit the grievance to arbitration within ten (10) working days of receipt of the decision of the City Manager. Notice of a request for arbitration shall be made by the Union in writing to the City.

Upon receipt of a notice of request for arbitration, the parties shall attempt to mutually agree upon an arbitrator

If the parties are unable to mutually agree upon an arbitrator within ten (10) working days of receipt of the request for arbitration, the party requesting arbitration shall submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting a list of seven (7) Michigan arbitrators. Selection will be by alternate strikes with the Union exercising the first strike.

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees of counsel, witnesses or other parties shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding upon the City, the Union and the Grievant.

Grievance proceedings shall be without loss of pay to the grievant and/or the Union representative involved, and said proceedings shall be conducted at the earliest practicable time. Both parties agree, however, that the primary obligation of both parties is the public safety of the citizens of the City of Charlotte, and no proceedings shall be scheduled which would interfere with said duty.

Probationary employees may be discharged and/or disciplined by the City at any time prior to completion of the probationary period. Such discharge or discipline shall not be subject to the grievance provisions of this Article.

The time limitations set forth in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. A grievance may be withdrawn, by mutual agreement, at any time. Any grievance not processed to the next step by the Union within the specified time shall be considered settled on the basis of the last decision by the City. Any grievance upon which a decision is not rendered within the applicable time limits by the responsible City representative shall be considered to be automatically advanced to the next level when the time for the City's answer has expired.

Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through the procedure until resolution.

For purposes of this provision, the Union may appoint representatives, and the names may be filed with the City. As changes are made in designation, the Union shall supply the City with said changes. The City shall not be obliged to discuss a grievance with other than designated Union representatives.

No grievance may be filed under this Agreement wherein the claim is advanced indicating that the violations occurred in advance of the actual date of execution of this Agreement.

ARTICLE 46

DISCIPLINE

SECTION 1. Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure. Progressive discipline does not apply in matters warranting suspension or discharge.

SECTION 2. Whenever disciplinary action is taken against an employee with seniority, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

SECTION 3. Employees shall be permitted the presence of a Union representative if they so request at the time disciplinary action is initiated against the employee.

SECTION 4. In the event an employee is disciplined or discharged and he/she believes he/she has been unjustly disciplined or discharged, such shall constitute a case arising

under the grievance procedure, provided a written grievance with respect hereto is presented to the Chief or designee within seven (7) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within seven (7) days at Step 2 of the grievance procedure.

SECTION 5. The employee against whom the charges have been made may be represented at any hearing by a Union representative.

SECTION 6. In imposing discipline on a current charge, the Employer will not take into account or base the decision upon any prior discipline which:

- A. Occurred more than one (1) year before the current charge for verbal reprimands and counseling memos.
- B. Occurred more than two (2) years before the current charge for a written reprimand.
- C. Occurred more than three (3) years before the current charge if the employee was suspended with loss of time and/or pay or demoted.

SECTION 7. Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of discipline.

ARTICLE 47

REIMBURSEMENT FOR PERSONAL PROPERTY

Employees may be compensated for loss or damage to certain personal property in the line of duty. Eyeglass, prescription sunglasses, and flashlights will automatically be reimbursed. Expenses over fifty dollars (\$50.00) will have to be approved/ denied by the Fire Chief.

ARTICLE 48

HUMANITARIAN CLAUSE

Should an employee become physically or mentally unable to do his job the Employer will make a reasonable effort to place the employee in a position within the City that he is physically or mentally able to do preferably within the fire department.

ARTICLE 49

FIRE FIGHTER SAFETY

The City will endeavor to provide a minimum of two (2) certified and qualified fire fighters to be on duty at all times. If the City exhausts all reasonable efforts to man the shift using

regular and part time employees and cannot secure enough personnel this will not constitute a violation of this provision.

On duty personnel will normally be relieved of station duty from 21:00 hours to 08:00 hours; however, personnel will still be required to respond to calls for service during said time.

ARTICLE 50

MISCELLANEOUS PROVISIONS

The City will furnish twin size mattress along with sheets, blanket, pillow and pillow case for each employee. Mattresses and bedding will be replaced as needed.

Fire department employees will clear parking lot and sidewalks of snow and ice in the winter at the west side station. Fire department will remove snow and ice from the downtown station from the apron and sidewalk behind the fire station only.

Employees shall be able to garage their personal vehicle inside the fire station where space is available after 9 PM and/or during inclement weather. If approved by the Captain on duty, employee may store their personal vehicle inside the fire station earlier. Employees who store their vehicles inside do so at their own risk and the city shall not be responsible for any damages.

All employees have a right to view their personnel files along with adding written statements in accordance with State law.

It shall not be mandatory for any member of this bargaining unit to submit to a lie detector test, psychological stress evaluation test, or any other mechanical or physical device or test for the purpose of determining veracity.

Trade time, 2 firefighters shall be able to trade time with one another with the approval of the fire chief subject to the provisions of 29 USC(P)(3) and such trade hours shall not be considered as hours worked for purposes of calculating overtime.

ARTICLE 51

SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement, or supplement thereto, is found invalid by operation of law or by any Board or Court of competent jurisdiction, or if compliance with or enforcement of any provision should currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

ARTICLE 52

EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 shall have the rights provided under the Act.

ARTICLE 53

DURATION

This agreement shall be effective as of July 1, 2022 and the terms and provisions shall remain in full force and effect until June 30, 2024. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least 90 days prior to the anniversary date that it desires to modify the Agreement.

This agreement is signed on behalf of the respective parties the date next to their signatures.

Authorizing signatures:

For IAFF Local 5290

For The City of Charlotte

Dan Daly, Local President

Michael Armitage, Mayor

Mary LaRocque, City Clerk

Erin LaPere, City Manager

APPENDIX “A”

Effective the First Full Payroll Period After 7-1-2022					
2.0%					
Classification Title					
	0-6 months	6-12 months	12-24 months	24-36 months	36+ months
Lieutenant	\$16.22	\$16.77	\$17.57	\$18.42	\$19.27
Captain	\$17.61	\$18.47	\$19.27	\$20.12	\$21.01

Acting pay rate effective the first full payroll period after 7-1-2022, Regular \$1.67/hr and OT \$2.51/hr

Effective the First Full Payroll Period After 7-1-2023					
3%					
Classification Title					
	0-6 months	6-12 months	12-24 months	24-36 months	36+ months
Lieutenant	\$16.71	\$17.27	\$18.10	\$18.97	\$19.85
Captain	\$18.14	\$19.02	\$19.85	\$20.72	\$21.64

Acting pay rate effective the first full payroll period after 7-1-2023, Regular \$1.70/hr and OT \$2.56/hr

All full-time employees who have worked from July 1, 2021 will receive a one-time lump sum signing payment in the amount of five hundred dollars (\$500.00). This payment will not be rolled to base and will be subject to normal withholding. Payment will be made the second full payroll period following the ratification and signing of the Agreement by the City. An employee must be on the active payroll when payment is made in order to be eligible. Probationary employees will have the lump sum payment prorated based upon their time in service.