

CITY OF HAMTRAMCK, MICHIGAN
a Michigan municipal corporation

and

**LOCAL 750, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO**

HAMTRAMCK FIREFIGHTERS ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

November 23, 2013 through June 30, 2016

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THIS AGREEMENT is entered into and effective as of November 23, 2013, between the City of Hamtramck, a Municipal Corporation, hereinafter referred to as the "City," and the Hamtramck Firefighters Association, Local 750 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1

PURPOSE AND DEFINITIONS

Section 1 - Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Michigan Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the City and the Union and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2 - Definitions

"City" shall include the elected officials and/or their appointed representatives of the City of Hamtramck, Michigan.

"Union" shall include the officers and/or representatives of the Union. Whenever the singular is used, it shall include the plural.

ARTICLE 2

COVERAGE

This Agreement shall be applicable as to all employees of the Fire Department except civilian employees and the Fire Chief.

During the financial emergency (which includes the duration of a duly appointed Transition Advisory Board), if the City, pursuant to 2012 PA 436, should desire to augment (with part-time/auxiliary personnel), reduce, or share services (i.e. intergovernmental agreement/fire authority) currently performed by members of the bargaining unit, it shall provide the Union 30 days advanced notice of its plan and the anticipated cost savings associated with the plan and will meet and confer with the Union during the 30-day period regarding the decision and its impact. This provision shall not obligate the City to negotiate over either the decision or impact of the proposed plan to augment, reduce, or share services currently performed by members of the bargaining unit.

ARTICLE 3

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE 4

DUES DEDUCTION

The City shall deduct as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union as soon as possible after such collections have been made.

ARTICLE 5

UNION ACTIVITIES

Section 1 - General Activities

Employees and their Union representative shall have the right to join the Union. The Union shall have the right to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, to express and communicate any view, grievance, complaint, or opinion relative to this Agreement and other conditions of employment or their betterment, all free and from any restraint, interference, coercion, discrimination, or reprisal.

Section 2 - Security Agency Shop

From the effective date of this agreement and for its duration, any employee who is not a Union member, shall, as a condition of employment, pay to the Local 750, International Association of Firefighters, those expenses for contract negotiations, administration, and enforcement which are proportionate to those of the other members of the bargaining unit for such items. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this agreement or the beginning of their employment shall be discharged by the employer. In consideration of the employer's entering into this Collective Bargaining Agreement, which Agreement includes in this Article and this Agency Shop provision, the Union hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities, or costs of the employer out of entering into or enforcement of said provision.

Section 3 - Release Time

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including

negotiations with the City, processing of grievances, administration and enforcement of this Agreement and attendance at International Association of Firefighters and Michigan State Firefighters conventions and such other seminars and/or special meetings by the I.A.F.F. to further Union activities.

Section 4 - Bulletin Boards

The Union shall be provided suitable bulletin board space for the posting of Union notices or other materials.

Section 5 - Meetings

The Union may schedule meetings on City-owned property. The executive board of the Union shall meet for a period of two (2) hours each month on City time, without forfeiture of compensation or privileges. Notice may be given to respective department heads provided that during periods of emergency or that the periods of such meetings do not in any manner affect the efficient operation of the Fire Department.

ARTICLE 6

OTHER AGREEMENTS AND ORGANIZATIONS

Section 1 - Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Section 2- Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organization represent any employee with respect to wages, hours, or conditions of employment or which deviates from the exclusive bargaining agency of this Union.

ARTICLE 7

ECONOMIC MATTERS

Section 1 - Wages

- a. The following rates of pay shall be applicable for the classifications listed below:

See attached Salary Schedule.

There shall be a ten percent (10%) pay differential between each level commencing with the position of Motor Engineer.

- b. If the City, in its sole discretion, decides to reinstate EMS, the EMT pay will be \$25 per day per member. A maximum of up to two (2) members may receive EMT pay per shift.

Section 2 - Accumulated Time Off (ATO)

- a. Effective July 1, 2001, employees shall no longer accumulate any accumulated time off (ATO), except as specified in Article 9, Section 11(a).
- b. The City, at its discretion may pay out some or all of an employee's ATO bank at the rate than being earned by the employee. ATO time cannot be utilized if it results in overtime.
- c. Employees shall have the right to use ATO for time off with prior approval of the officer in charge.

Section 3 - Holiday Pay

Employees shall be entitled to seven (7) paid holidays as follows:

New Year's Day	Easter Sunday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

Commencing July 1, 2009, holidays shall be paid on the basis of 8 hours for each holiday. Eight hour employees get paid at an 8 hour holiday pay rate in addition to the day off. For 8 hour employees, if holiday falls on Saturday the employee shall take Friday off; if holiday falls on Sunday shall take Monday off.

Section 4 - Clothing Allowance

Clothing allowance shall be paid to all employees of the Fire Department. The amount shall be \$750.00 per fiscal year.

The Clothing Allowance shall be totaled, then divided in half. Fifty percent (50%) of this amount shall be paid as part of the first paycheck in January, with the remaining fifty percent (50%) being paid as part of the first paycheck in July of each year.

Section 5 - Medical, Prescription, Dental, Life Insurance, and Optical Plan

The City agrees to provide full-time employees (hired prior to November 1, 2013) and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by the Patient Protection and Affordable Care Act ("PPACA") as amended beginning in 2014. Employees hired after November 1, 2013, shall be entitled to employee only health insurance coverage however, may purchase spousal or dependent coverage for the difference in premium costs. All employees are, subject to the terms and conditions set forth below.

- a. The City shall not provide health care coverage for the employee's spouse if the spouse is eligible to receive paid health coverage through an employer or former

employer of the spouse. "Paid" health coverage is defined as a plan that obligates the employer to pay a minimum of eighty (80%) of the annual premiums. As a condition of continued spousal health care coverage under this section, the City may require that the employee file an affidavit and/or other documentation each year or upon request attesting that the spouse is not eligible for other employer-paid health coverage.

- b. The City will offer eligible employees the following health coverage plans:

Blue Cross/Blue Shield High Deductible Plan. The EOB is included.

The City may offer a high deductible plan in conjunction with a health savings account (HSA), to be offered in a special open enrollment not subject to subsection (c) below. However, effective immediately, the City shall have no further obligation to make any contributions to any HSA accounts. Under separate policy, the City may establish the process and procedure which would permit employees to make contributions to their HSA accounts, in accordance with applicable law and regulation.

Employees may change their coverage elections during an open enrollment scheduled by the City. Plan coverage will be subject to the coverage terms and regulations of each carrier.

- c. The City may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The City may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- d. The City reserves the right to change or discontinue the existing health insurance benefit program in response to the Patient Protection and Affordable Care Act ("PPACA"), as amended. This includes the right to respond to regulations issued under the PPACA or judicial interpretations of the PPACA. The City reserves the right to change or discontinue the existing health insurance benefit program in response to changes made in Medicare.
- e. The City's contribution for an employee's health coverage is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as adjusted by the State Treasurer for each subsequent coverage year, or (ii) the aggregate costs based on the illustrative rates for the elected health coverage, plus contributions to the employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the State law, the City will select its method and amount of the City's contribution on an annual basis. The City will annually inform its employees of its decision and the amount of the City's contribution prior to open enrollment for the upcoming plan

year. The employee will pay any premium contributions that exceed the amount contributed by the employer through payroll deduction. Employee contributions to the HSA will be made in accordance with HSA regulations. If an employee does not have sufficient funds in a paycheck, the employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the employer shall pay 80% of the annual premium.

- f. Effective immediately, the City shall cease making any payments in lieu of an employee's decision not to receive offered health coverage or other provided benefits.

Future Retiree Health Coverage

- a. Non-Vested Employees, New Employees, Deferred Retirements
Full-time employees hired on or after November 1, 2013, are not eligible for City-paid retiree health care coverage. Instead, the City shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected employee. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program. Similar to the provisions set forth in subsection (b) above, the City will devolve a plan for employers and employee contributions to an employee's RMSA. The City shall have no obligation to make any contributions to such accounts.
- b. Employees Vested for Regular Retirement
 1. An employee who is hired before November 1, 2013, may, upon retirement, elect health care benefits for the employee, the employee's spouse, and the employee's dependents in existence at the time of retirement, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular employees, until the retiree becomes eligible for Medicare due to age, disability, or end stage renal disease. However, effective January 1, 2014, the City's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to retirees pursuant to Section 2.B (5) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The retiree shall pay any premium contribution that exceeds the amount contributed by the City through automatic deduction from their monthly pension check.
 2. The City shall not provide retiree health care coverage for the retiree if the retiree is eligible to receive "paid" (as defined above) health coverage through another employer or former employer. As a condition of

continued retiree health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the retiree is eligible for no other Employer-paid health coverage.

3. The City shall not provide retiree health care coverage for the retiree's spouse if the retiree's spouse is eligible to receive "paid" (as defined above) health coverage through an employer or former employer of the retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the spouse is eligible for no other employer-paid health coverage.
4. A City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. The eligible spouse or dependent child of a City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, but the spouse or dependent child must enroll in Part A and Part B and pay for Medicare Part B.

Termination of Benefits

- a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the employee or retiree). Health coverage for a dependent child is terminated on the date the child turns 26. Health coverage for dependents will be terminated in the event an employee or retiree fails to provide the City with proof of dependent eligibility.
- b. Health coverage shall be continued during any leave for which the employee receives full pay from the City. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the City except where employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the City. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the City but may be

eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

125 Plan

At its option, the City may offer a Section 125 Plan. All regular full time employees (excluding temporary employees) shall be eligible to participate in such a plan, including premium only for pre-tax employee contributions and health care flexible spending accounts, as amended and restated in accordance with federal law and as defined and limited by the employer's plan design. Participation by employees is voluntary.

Life Insurance

The City shall provide at least thirty thousand (\$30,000) dollars life insurance with a double indemnity provision for accidental death at no cost to the employee.

Dental/Optical

Optical benefits are eliminated for all employees. The City shall provide dental insurance coverage as currently provided by Standard Insurance Company, or a plan with equivalent coverage.

Short-term Disability

The City shall provide a fully Employer-paid short-term disability plan. A summary description of the current plan is set forth in Addendum A. The City is entitled to modify the plan as long as the provided benefit is substantially similar to the current plan.

Section 6 - Medical Insurance Coverage After Line-of-Duty Injury

The City shall provide continuous medical insurance coverage as is described in Section 6 of this Article of this contract for all full-time employees who are injured or become ill from an on-duty event; that is, injured in the line of duty, or injured while off duty as a result of acting in the capacity of an employee's oath of office and is, therefore, unable to work. When a question arises as to whether said injury or illness is a result of an on-duty event or of entitlement of the employee to his or her full rate of pay, it shall be the decision of the Workers' Compensation Commission of the State of Michigan. Medical, prescription drug, dental, optical and life insurance as provided for in section 6.

Section 7 - Layoffs

- a. All wages and benefits due an employee shall be paid within one (1) week after layoff as part of that regular pay period. Banked vacation, sick and ATO time shall be paid out at retirement or layoff. However, only vacation and ATO shall be paid out at separation of employment that is voluntary or as a result of termination for cause.
- b. Layoffs shall be accomplished by seniority; last hired shall be first laid off in the department. For purposes of carrying out this provision, the City shall establish and maintain a seniority list of employees in the department. Whenever two or more employees have the same date of original appointment, seniority shall be determined by the examination scores by which they were placed on the eligibility

list, the highest score to have the highest seniority. If scores are identical, then time and date of application shall govern.

- c. The City shall provide medical, dental, life insurance, prescription drug, and optical coverage for the laid off employee until the next premium is due; thereafter, the laid off employee shall be carried as a group member as long as he/she is on layoff and shall pay to the City the group membership premium for medical insurance.

Section 8 - Leaves of Absence

- a. Medical leaves of absence
 - 1) All medical leaves of absence for either the employee or for the care of the employee's family shall be governed by the City's FMLA procedure.
 - 2) Employees shall be eligible for up to 12 weeks leave per 12 months as per the City's FMLA policy.
- b. Military leaves of absence
 - 1) Any employee entering the Armed forces of the United States shall be entitled to a leave of absence without pay for the period of military service, with the right of restoration to his former position.
 - 2) Any employee returning from military leave shall apply for restoration to his former position within 90 days of discharge. Any employee following the termination of tour of duty shall be granted four additional months leave after discharge to return to employment with the City. Failure to return after such period of time shall be recognized as voluntary resignation.
 - 3) Any employee returning from a military leave of absence shall submit to a medical evaluation prior to returning to work.
 - 4) Any employee who is granted military leave of absence shall have all rights and privileges he would have had if actually in City service, including cumulative seniority, right to promotion and increases in salary and wages.
 - 5) All persons appointed or promoted to fill vacancies created by the absence of employees who are on military leave of absence shall fill such promotions temporarily pending the return of employee to City service.
 - 6) That any employee who is required to report for training in the United States Armed Service shall be granted a leave of absence without loss of pay or other benefits. However, in the event the employee is paid an amount equal to or greater than his present salary, the City shall not reimburse the employee for the salary lost in the course of training.
- c. Other Leaves of Absence
 - 1) Any employee shall request a leave of absence to enroll in a training program that directly relates to his current or future duties with the Hamtramck Fire Department or for the preparation for promotional exams.
 - 2) An employee can request a leave of absence because of extraordinary reasons sufficient in the opinion of the Fire Chief and City Manager.

- 3) All leaves of absence shall be requested in writing to the Fire Chief and all leaves of absence (except sick and military) shall not exceed 45 days in a 12 month period unless approved by the Fire Chief and the City Manager.
- d. Rights of Employees on Leave of Absence
- 1) Seniority shall continue to accumulate during leaves of absence for a maximum period of one year.
 - 2) Employee shall return to a position with the same title, salary and benefits as when the leave started.
 - 3) Any employee returning from a leave of absence may be required to pass a medical and physical examination.
 - 4) Failure of an employee to report for duty at the end of the leave of absence shall be deemed AWOL and subject to discipline within the department.
 - 5) The City may, in times of emergency or acute personnel shortage, have the right to limit and restrict leaves of absence in the best interest of the City.
- e. Jury Duty
- If an employee is called to jury duty and cannot be excused, he shall be given time off, with pay, to attend and no time shall be deducted from any bank.
- f. Resignation and Withdrawal of Resignations
- 1) Resignations
All employees who are resigning from the Hamtramck Fire Department shall give a 15-day written notice to the Fire Chief and return all City-issued equipment in order to be considered resigned in good standing.
 - 2) Withdrawal of Resignation
Any employee who has resigned in good standing, may, within sixty days (60) after the effective date of resignation, may withdraw such resignation with the approval of the Fire Chief and the City Manager and be restored to the position if it is still vacant.
- g. Status of a Resigned Employee When Position is Filled
- 1) If the position which the employee vacated has been discontinued or filled and the withdrawal of the employee's resignation has been approved by the Fire Chief and the City Manager, the employee shall be returned to a Firefighter position, provided there is one vacant and the employee meets the job requirements.
 - 2) The employee shall be placed at a Firefighter level equal to their seniority before resigning and be placed on the department seniority list toward promotion and vacation at the level resigned.
 - 3) If no Firefighter position is vacant, then the employee is placed on a re-employment list. This list shall have priority in hiring over the new hire list and shall remain in effect for two (2) years.
 - 4) Employees returning to the Hamtramck Fire Department shall be required to pass a medical exam prior to re-employment.
 - 5) Once a person is re-employed, they shall have all sick time reinstated at the level it was when employee resigned.

- h. **Payment of Wages and Banked Time**
All employees who resign shall receive payment in accordance with Article 7, Section 9.

ARTICLE 8

VACATIONS

Section 1 - Amount

The following paid vacation days shall be granted:

- a. Employees with less than six (6) months of service shall not receive any vacation days. Employees with more than six (6) months of service and less than one (1) year of service shall receive two (2) vacation days. If a vacation day falls on a Super Kelly Day, it shall count as a vacation day. Employee shall not be allowed to use vacation days until satisfactory completion of the probationary period.
- b. After one (1) year of service, employees shall receive five (5) vacation days, three (3) in the summer and two (2) in the winter. If a vacation day falls on a Super Kelly Day, it shall count as a vacation day.
- c. After three (3) years of service, the employee shall receive eight (8) vacation days, four (4) in the summer and four (4) in the winter. If a vacation day falls on a Super Kelly Day, it shall count as a vacation day.
- d. After five (5) years of service, the employee shall receive ten (10) vacation days per year, four (4) vacation days in the summer and six (6) vacation days in the winter months. If a vacation day falls on a Super Kelly Day, it shall count as a vacation day.
- e. Employees working an 8-hour day shall receive ten (10) days of vacation in winter and fifteen (15) days of vacation in summer. Each week of vacation must be taken in consecutive days.
- f. Annual leave may be accumulated for a total not to exceed two (2) years (22 days) for fire suppression or two (2) years (50 days) for 8 hour employees. Vacation banks for employees hired after November 1, 2013 may not exceed 11 days for 24-hour employees and 25 days for 8-hour employees.
- g. **Retirement Payment**
Upon retirement, twenty-four hour employees are entitled to 22 vacation days at 24 hour pay. Upon retirement eight hour employees are entitled to 50 vacation days pay at 8 hours.

The Fire Chief shall have discretion in the scheduling of vacation leave time.

Section 2 - Time of Vacation

- a. Employees shall be allowed to take a summer vacation between June 1st and September 30th. All other time may be used for winter vacations. The Fire Chief shall have discretion in the scheduling of vacation leave time.
- b. Vacation days shall be added to employees' banks on June 1 for summer vacation and October 1 for winter vacation.
- c. A fifth vacation can be carried until end of the current vacation period.

If not used, vacation will be lost.

Section 3 - Designation of Vacation Period

Employees shall be afforded a reasonable time to designate their vacation period. The selection to be made prior to the commencement of the summer or winter periods set forth in Section 2. Selection may be based upon total seniority within the Department. Each shift shall select independently of the other.

Section 4 - Emergencies

- a. Management shall have the right to change, modify or alter vacation schedules upon declaration of an emergency by the Fire Chief for such occurrences as, but not inclusive of, civil disturbances, major and infrequent public events, or weather emergencies.
- b. Any vacation time lost as a result of a declared emergency shall be paid to the employee or the employee may elect to take the vacation within the next vacation period.

ARTICLE 9

SICK LEAVE

Section 1 - Amount

Employees shall accumulate sick leave at the following rates:

Year 1(of employment):	0 days
Year 2 & 3:	2 days per year
Year 4 & 5:	4 days per year
Year 6 & 7:	6 days per year
Year 8 & 9:	8 days per year
Year 10 & above:	10 days per year

One half of the days will be credited in advance on January 1 and the other half on July 1 of a particular year. In the event that a member separates from employment prior to the accrual of the accredited leave, he or she shall repay to the City any unaccrued used sick leave. The City shall have the right to deduct said amount for the member's final paycheck.

For employees hired prior to November 1, 2013, the current maximum banks as set forth in the parties' CBA shall apply. Sick leave banks may not exceed 60 days for employees hired after November 1, 2013.

Employees shall only be charged sick days on days they are scheduled to work. For employees hired prior to November 1, 2013, sick days shall accumulate to a maximum one hundred twenty-five (125) sick days per employee. Any sick days accumulated above one hundred twenty-five (125) days by June 30 shall be paid on or before July 16 at the June 30 rate. Upon retirement, payment for one hundred twenty-five days accumulated sick leave shall be paid in full at the employee's existing wage rate at the time of his/her retirement. In the event of death, money due an employee is to be paid to his/her legal beneficiary.

Section 2 - Sick Note Policy

- a. Employees shall present a note from a doctor with a medical reason why an employee has missed at least three consecutive days of scheduled work.
- b. Employees using one-half (1/2) of the annual contractual allotment of sick time on the same sick leave, that leave will count as one occurrence toward the requirement to present a sick note as set forth above.
- c. Employees who have used all annual contractual sick leave allotments, shall, for the remainder of the fiscal year, present a note from a doctor with a medical reason on each additional day* on which he missed work because of an illness.
- d. Sick slips need not be notarized.

Section 3 - Deduction from Sick Bank

No deduction shall be made for any sick time resulting from a service connected illness or disability which is certified by a physician selected by the City.

Section 4 - Determination of Sick or Disability Status

It is the responsibility of the physician at DMC or Henry Ford to determine whether the illness or injury of an employee is duty incurred. When an employee sustains an original injury in the performance of duty during his/her regular hours, and is unable to complete his/her tour of duty, he/she shall be carried as disabled.

At all other times, he/she shall be carried as sick until final determination is made by a physician at DMC or Henry Ford Hospital or such industrial clinic as selected by the City,

* Day is defined in Article 10.

Under no circumstances shall the status of an employee being carried sick or disabled be changed in any department records without written authorization of the physician so designated.

Section 5 - Report for Duty When Ordered

Any employee reported "fit for duty" by the physician, who does not report at the roll call, shall be considered "absent without leave."

Section 6 - Return to Duty

To assure proper health safeguards for department personnel, employees who are ordered off-duty by the physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by the physician.

Section 7 - Limited Duty

- a. Union employees placed on limited duty by a physician at DMC or Henry Ford Hospital selected by the City shall report immediately with limited duty authorization to the department head that will determine the appropriate limited duty assignment and notify employee's supervisor.
- b. Employees on limited duty shall report for physical examinations when directed by the physician at DMC or Henry Ford Hospital, selected by the City. When employees are taken off limited duty they shall report immediately with their authorization slip to their supervisor.
- c. The City agrees that no employee will be assigned to limited duty unless that employee is physically and mentally capable of performing the duties required by such assignment.
- d. An employee on duty shall wear a uniform at all times.

Section 8 - Full Wages for Line-of-Duty Injury

An employee who is injured or becomes ill from an on-duty event, that is, injury in the line of duty or is injured while off duty as a result of his/her acting in the capacity of his/her oath of office and is unable to work, the City shall supplement any Workers' Compensation benefits in order to continue the employee's normal rate of pay without loss of accumulated sick leave days. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of the employee's oath of office, the entitlement of the employee to his/her full rate of pay shall be the decision of the Workers' Compensation Commission of the State of Michigan.

Supplemental pay, shall continue for a period not to exceed two (2) years, at which time the employee shall be placed on permanent disability under the existing pension plan.

In the event that an employee dies while on duty, or an employee's death results from performance of his/her duty, either in the City of Hamtramck or while rendering "mutual aid" in another community, or if an employee dies while off duty, or that employee's death results from performance of his/her oath of office in the City of Hamtramck, then in that event, the City of Hamtramck:

- a. Shall have the obligation to insure that the employee's spouse and/or dependents, will receive full pay at the employee's normal rate of pay for a period not to exceed two years or until such time as the employee's spouse and dependents would receive the specific death loss benefits then existing under the Workers' Compensation laws in the State of Michigan, whichever occurs first.

- b. Shall have the obligation to provide survivor's pension benefits to the spouses and dependents for the deceased employees covered under the term of the Agreement who were not covered under the pension plan which was adopted and instituted in the City of Hamtramck in 1971. Such Benefits for these employees are payable at the time of exhaustion or non-payment of Worker's Compensation Benefits as outlined in the preceding paragraph.

Section 9 - Illness or Injury Services

In non- or post-emergency cases, personnel who have incurred an alleged service connected illness or injury must obtain approval from a physician at DMC or Henry Ford Hospital designated by the City before securing any type of medical pension or treatment for the illness or injury, including x-rays and dental care. The Fire Department shall not be liable for costs so incurred unless prior approval is obtained.

Section 10 - Alternative Treatment Facility/Physician

Notwithstanding anything herein to the contrary, the parties agree that it is not always in the best interest of the City or the employee to require personnel who have incurred an alleged service-connected illness or injury to obtain, from a physician at DMC or Henry Ford Hospital approval for treatment for the illness or injury or a determination as to whether or not the illness or injury is duty related.

Therefore, notwithstanding any other requirement or provision mentioned in the Article, the parties agree that whenever reference is made to a physician on the staff of Henry Ford Hospital; this includes a physician on the staff of an accredited health care facility or in private practice as is mutually agreeable to the employee involved and the City. Provided, however, should the parties involved fail to agree upon a treating physician or health care facility, or should either party become dissatisfied with the treatment rendered, or the determination made, then either party may demand treatment, or a re-evaluation by a physician at DMC or Henry Ford Hospital.

Section 11 - Leaves

- a. Personal Day- An employee shall be entitled to charge up to three (3) personal leave days July 1-June 30 for personal business subject to approval of the officer in charge. Personal days shall not be deductible from sick bank. Personal leave days shall be granted provided minimum manning is maintained and no overtime is created. If not used in the fiscal year, unused days shall be lost. Beginning in fiscal year 2013-2014, one half (50%) of all personal leave time remaining unused through June 30 of any given year shall be deposited into the employee's ATO bank.
- b. Funeral Day- An employee shall be entitled to charge up to four days per funeral to make preparation for and attend the funeral and burial of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or child of the employee.

Three (3) days for funeral attendance will be permitted for the purpose of attending the funeral of the following relatives: parent-in-law, brother, sister,

brother-in-law, sister-in-law, or grandparent. One (1) day funeral attendance will be permitted for the purpose of attending a funeral of the following relatives: aunt, uncle, niece, nephew or spouse's grandparents. This day must be used on the day of burial.

All days off for funeral leave must be used in consecutive days, regardless if the employee is scheduled to work or not.

Employees are required to provide specific documentation to evidence attendance at funeral, including a copy of the obituary and documents provided at the funeral home and/or funeral.

- c. Note: Moved to Art.7, Sec. 9.

ARTICLE 10

HOURS OF EMPLOYMENT

Section 1 - Work Schedule

The work schedule for the Fire Suppression division shall not be more than fifty and 4/10 (50.4) hours per week. The two (2) platoon system shall prevail as is presently in operation unless changed by written agreement of parties.

The work schedule for Fire Marshal shall be a 40 hour/week, 8-hour day, Monday through Friday work schedule, commencing at _____ a.m. and ending at _____ p.m. Options are 7 a.m. to 3 p.m., 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m. unless modified by mutual agreement.

The Fire Chief and Fire Marshal shall not be regarded as fire suppression personnel and shall not be counted for the purposes of minimum manning under Article 18, section 5 (d)(e)(f).

Section 2 - Trading Days

- a. An employee may voluntarily trade work, leave or Kelly days, with another employee if it does not cause a staffing shortage (i.e., appropriate number of officers/engineers/EMTs) or it does not cause an employee to work more than 48 continuous hours.
- b. Employees shall fill out the appropriate trade paperwork and it will be approve and signed by the Officer in Charge if it meets the above requirements. Once a trade slip is signed, the day that the employee agreed to work is to be considered a scheduled work day for that individual.
- c. Officers may only trade with officers. Motor Engineers and Fire Fighters may only trade with Motor Engineers or Fire Fighters. Exception: Once the furlough schedule is finalized, Officers may trade with lower ranking personnel as long as there were at least two (2) Officers originally scheduled to work the date that is being traded by the Officer.

Section 3 - Emergency Call-In Standby Time

All Firefighting personnel who are called in on an •emergency• or •standby• basis shall receive be paid for a four (4) hour minimum at straight time. After two (2) hours and forty-five (45) minutes, employee will be paid at 1-1/2 times the regular rate. Any crew for a mutual aid response shall consist of at least four (4) fire suppression personnel, with at least seven (7) in fire suppression remaining in Hamtramck.

The City shall schedule a minimum of six (6) suppression personnel per shift. However, the City shall have no obligation to minimally staff any fire suppression or fire protection personnel per shift, with the sole exception of one (1) officer per shift.

When the officer who is scheduled for a particular shift calls in sick, the Fire Marshall, during his or her regularly scheduled work hours and when on duty, shall assume the duties of the on-duty officer. Under those circumstances, the City shall have no obligation to call in another officer on overtime during that eight (8) hour period. For the remaining sixteen (16) hours of that shift, the City would be required to call in an officer on overtime.

Section 4 - Overtime Pay

Overtime pay (time and a half vs. straight time) shall be based on actual hours worked and scheduled utilized leave time (vacation and scheduled/pre-approved personal leave) in a pay period; but not sick leave, unscheduled personal leave, bonus days, bereavement leave, etc.

Section 5 - One (1) Officer on duty at all times

One (1) Officer shall be on duty at all times.

- a. The Fire Chief can schedule an Officer to work his Super Kelly sixty (60) days before the scheduled day off. We also agree that the Officer will have 30 days to from his scheduled Super Kelly to use that day. The Officer will have his choice of day off as long as it does not drop the shift below the six (6) man minimum or leave the shift without an Officer.
- b. In order to assure that the Chief can comply with the 60 day lead time, selection of furlough days must be completed at least 60 days in advance of the furlough period.

ARTICLE 11

WORK DAY DEFINED

Section 1 - Work Day Defined (Fire Suppression Division)

For Fire Suppression division employees, effective July 1,2006, a day for purposes of all benefits (including accrual, banks, charges for use, payouts for unused) pertaining to personal leave, vacation/annual leave, sick, birthday, and ATO shall be increased from 8 hours to 24 hours and the hourly rate shall be based on 50.4 hours/week. Banks of unused emergency leave, vacation/annual leave, sick, birthday and ATO existing as of July 1, 2006 shall be converted from 8 hour days to 24 hour days (i.e. tripled); commencing July 1, 2006.

Section 2 - 40 Hour Employees

- a. All days for the Fire Marshal shall continue to be treated as 8 hour days.
- b. The conversion factor for vacation banks going from 24 hour days to 8 hour days in the employees' bank by multiplying 2.28 to get the number of 8 hour days ($24 \times 2.28 = 8$ hour day). All other days revert from 24 to 8 hour days.

$$24 \times 2.28 = 8 \text{ hour day}$$

NOTE: Part B replaced by Addendum.

ARTICLE 12

PENSIONS AND RETIREMENTS

Section 1 - MERS Pension and Improvements

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all employee pensions, including investments and payments, except as otherwise provided below.

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the employee works a minimum of 80 hours in that month. Hours worked includes those hours for which the employee is fully compensated, such as paid time off.

Defined Benefit Plan

The Defined Benefit Plan is for all employees hired prior to December 1, 2013. The provisions in this section apply to the administration of the Defined Benefit Plan only. Notwithstanding anything to the contrary as may contain herein, employees hired prior to December 1, 2013, shall have the portion of their pension earned for credited service time prior to December 1, 2013, calculated in accordance with the provisions of the parties' 2009-2014 collective bargaining agreement. Effective December 1, 2013, the multiplier for these employees shall be 2.0% for all credited service time earned after that date, and the pension benefit shall be based on base wages only, and shall not include any banked leave time or overtime.

The employee annual contribution for all employees hired prior to December 1, 2013, shall be fifteen percent (15%) of base wages only, unless participating in the Hybrid.

Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or 50% of the FAC. For individuals who retired prior to joining MERS, their benefits will only

be offset by workers comp income. Individuals who retire after joining will be subject to the MERS income limitations.

Non-Duty related disability benefits are subject to MERS processes and approval. The member must have 10 years of service in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula with a 22.50% minimum of FAC. For individuals who retired prior to joining MERS, their benefits are not offset by income earned from a future job. Individuals who retire after joining will be subject to the MERS income limitations.

Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 33.33% of the FAC. If the member dies with no spouse, any children would equally share 50% of the member's straight life benefit until 21 or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.

Non-Duty related death benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the 100% Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until 21 or married.

Hybrid Plan

Employees hired on or after December 1, 2013, shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a 1.75% multiplier.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

Employees who have accumulated 72 months (6 years) of service credits in accordance with this section, and who have reached the age of 60 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 72 months (6 years) of accumulated service credits, but who have not attained the age of 60, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 60.

Participants may make a one time, irrevocable election to contribute up to 5% of all earnings in increments of 1% to the defined contribution component of the Hybrid Plan. The City will match the employee's contribution up to 5% not to exceed the 10% overall Hybrid Plan Employer contribution cap. Employees shall be 100% vested at all times on their own contributions. They will vest on the employer contributions according to the following schedule: After 1 year of service, 20% vested; 2 years, 40% vested; 3 years, 60% vested; 4 years, 80% vested; 5 years, 100% vested.

ARTICLE 13

STRIKE PROHIBITION

The Union will not engage in or sanction strike action during the life of this agreement.

ARTICLE 14

DISCIPLINE

Except for cases of serious misconduct, as determined by the City, the City will follow a policy of progressive discipline. Disciplinary actions rendered by the City may take any one or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Dismissal.

Disciplinary notices shall not remain in effect for a period of more than twelve (12) months from the date of such notice. Disciplinary notices will remain in the employee's file, but after 12 months from the date of the last action, disciplinary notices cannot be utilized as part of progressive discipline.

The City will give written notification to an employee and Union of the reason(s) for discipline or discharge of the employee. Any disciplinary action must be taken within five (5) business days from the date that the City (OIC, Fire Chief or City Manager) becomes aware of the misconduct. The City will not discipline employees without just cause.

ARTICLE 15

GRIEVANCE AND ARBITRATION

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

Step One: Within fifteen (15) days of the date the member receives actual knowledge, that is, actual notice of the actual event which gives rise to an alleged grievance, the problem shall be taken up informally between the Union representatives in the particular unit and the superior officer involved.

Step Two: Should the parties be unable to resolve the issue within seven (7) days of it being taken up at Step One, the problem shall then be taken up between the Union and the Chief of the Department. If the matter is not resolved within three days of its submission to the Chief, it may proceed to the next step of this procedure.

Step Three: Should Step Two not resolve the issue, then a meeting between the Union representative and the City Manager shall be formally requested in writing supported by a statement of the grievant(s) involved and such meeting shall be held within a period of seven (7) days following such request.

Step Four: If in any of the foregoing steps either party fails to carry out the procedure outlined, or if the grievance is not satisfactorily resolved in the last preceding step, the Union or Employer, as the case may be, may, within sixty (60) days of formally requesting the meeting in Step 3, proceed to arbitration. An arbitrator shall be selected in accordance with the rules, regulations and the procedures of the American Arbitration Association.

The parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties hereto. The fees and expenses of said Arbitrator shall be paid by the party against whom the decision is rendered.

ARTICLE 16

POSITION VACANCIES, SENIORITY AND PROMOTIONAL PROCEDURE

Section 1 - Anniversary Date

The anniversary date of service, for purposes of this Article shall be the original date of appointment to the Fire Department subject to the *rules of resignation and/or retirement*. Seniority shall be determined by the employee's length of service in the Department. Time spent in the Armed Forces on military service leaves of absence and other authorized leaves and time lost because of duty-connected disabilities shall be included.

Section 2 - Position Vacancies

- a. An eligibility list shall be maintained for two years for new hires. If no eligibility list exists, the list shall be established within sixty (60) days.
- b. The Human Resource Director shall maintain seniority lists for all positions within the Fire Department.
- c. Bargaining unit employees hired on or after February 1, 2006 shall be subject to the following, notwithstanding other provisions of the Agreement: Firefighter I, Firefighter II and EMT status is required as a condition of employment and must be maintained during employment.
- d. The city will have no obligation to fill vacancies. Instead, vacancies shall be filled at the City's discretion by seniority and in accordance with management rights and prerogatives.

Section 3 - Table of Organization and Promotion

- a. Promotions to the rank of Fire Motor Engineer, Fire Lieutenant, Fire Captain and Fire Marshal shall follow the promotional process identified in this section.
- b. Any candidate conditionally promoted to the rank of Fire Motor Engineer, Fire Lieutenant, Fire Captain or Fire Marshal must successfully complete the applicable course (identified below) within one (1) year of the effective date of his conditional promotion. The City shall annually budget three thousand dollars (\$3,000) for educational purposes for the positions of Fire Motor Engineer, Fire Lieutenant and Fire Captain. As necessary, the City shall fund any certification courses required by the City or state for the Fire Marshal and Master mechanic; such funding shall not be included in the \$3,000 annual limit. The Chief shall permit, in writing, no more than two (2) employees, one from each unit, to attend courses simultaneously. Time off work to attend courses shall be granted on a seniority basis. Provided the employee receives prior written permission of the Chief, the employee shall pay for the course and books and the City shall reimburse the employee for course and books upon receiving proof of successful completion and the written authorization of the Chief.
- c. All candidates for promotion to the classification of Fire Chief shall have served in at least one of the immediate subordinate classifications (Fire Captain, Fire Marshal and/or Assistant Chief). Those serving three years or more in such classification shall be first in order for promotion and eligible for the primary list.
- d. Firefighters with at least five (5) years of Hamtramck Fire Department seniority, with enrollment and successful completion within one year in the O.F.F.T. driver safety/pump operator course, shall be eligible for promotion to Fire Motor Engineer. Failure to successfully complete the next available required course within one year of each promotion identified above shall result in the return of the employee to his previous rank before his conditional promotion (i.e., a promotion made prior to successful completion of the required course) is made permanent.
- e. Fire Motor Engineer with senior most time in grade as a Fire Motor Engineer, with enrollment and successful completion of next available required course within one year in the Fire Officer I program offered by the Michigan Firefighters Training Council course, shall be eligible for promotion to Fire Lieutenant. Failure to successfully complete the next available required course within one year of each promotion identified above shall result in the return of the employee to his previous rank before his conditional promotion (i.e., a promotion made prior to successful completion of the required course) is made permanent.
- f. Fire Lieutenants with senior most time in grade as a Fire Lieutenant with enrollment and successful completion within one year in the Fire Officer II program offered by the Michigan Firefighters Training Council shall be promotion to Fire Captain. Failure to successfully complete the next available required course within one year of each promotion identified above shall result in the return of the employee to his previous rank before his conditional promotion

(i.e., a promotion made prior to successful completion of the required course) is made permanent.

- g. Fire Lieutenants and Fire Captains with enrollment and successful completion within one year in the Fire Officer I or II program offered by the Michigan Firefighters Training Council shall be eligible for promotion to Fire Marshal. Failure to successfully complete the next available required course within one year of each promotion identified above shall result in the return of the employee to his previous rank before his conditional promotion (i.e., a promotion made prior to successful completion of the required course) is made permanent.
- h. Among those who are eligible for a promotion by meeting the rank, seniority in-grade and enrollment requirements set forth in this section, the promotion shall be offered in order of greatest in-grade seniority. At any time a person is offered a promotion, that person has the right of refusal. If the right of refusal is exercised, the next eligible person on the list shall be offered the promotion, and the person who refused the promotion shall remain at the top of the appropriate list.

Section 4 - Mechanic Position Duties

- a. The City will have no obligation to maintain a mechanic position.
- b. Mechanics shall perform mechanic duties in addition to regular duties.
- c. Mechanics shall remain on a 24 hour shift in the Fire Suppression Division.
- d. Mechanics shall be compensated at a rate of thirty (30) dollars per week and paid with the employee's normal paycheck.
- e. The positions shall be offered to the Motor Engineer with the most time in grade down to any Firefighter.
- f. The mechanics shall keep their place on eligibility list for promotion.
- g. The mechanic may resign from his duties, provided he gives the city two (2) weeks' notice. The employee will no longer receive the mechanic incentive pay as of the effective date of his resignation. The position shall then be offered to the next employee on the seniority list on down until the position is filled.
- h. When the employee is promoted to a higher rank, he gives up the mechanic position and incentive pay and the position shall be filled by a Motor Engineer or a Firefighter.

Qualifications

- a. The mechanic shall have a general understanding of mechanics and the operation and use of all Hamtramck Fire Department equipment.
- b. The mechanic shall be certified in the Scott Field Level maintenance course within one year of taking the position, the class shall be paid for by the City.

Major Repairs

The Union agrees that maintenance and major repairs to all apparatus may be handled by an outside repair shop, provided that shop is certified to repair fire apparatus and is recognized by the apparatus manufacturer as an authorized repair facility.

Equipment Needs

The city shall provide the following:

- 1. A tool set to perform repair duties.
- 2. A locking tool chest to store tools.
- 3. A computer for recordkeeping of maintenance and repairs.
- 4. All materials, equipment and training necessary to perform job.

CHAIN OF COMMAND I PROMOTIONAL FLOW CHART

FIRE CHIEF (1)

**NON-SUPPRESSION DIVISION
FIRE MARSHAL (1)**

**SUPPRESSION DIVISION
FIRE CAPTAIN (2)
FIRE LIEUTENANT (4)
MOTOR ENGINEER (6)
FIREFIGHTER (18)**

The number of employees specified in each classification are guidelines and do not create a duty on the part of the City to maintain any specific compliment of employees in any classification.

Section 5 - Promotion to Fire Chief

- a. For purposes of clarification, the procedure identified in this section shall be used for the selection of Fire Chief and supersede any procedures not identified in this section. Any candidate conditionally promoted to Fire Chief must successfully complete the Fire Officer 3 certification program (offered by the Michigan Firefighters Training council) within one (1) year of the effective date of his conditional promotion.
- b. All candidates for promotion to the classification of Fire Chief shall have served in at least one of the immediate subordinate classifications (Fire Captain, Fire Marshal and/or Assistant Chief). Those serving three years or more in such classification shall be first in order for promotion and eligible for the primary list.

- c. In the promotional test process for Fire Chief, seniority points shall be given at the rate of .75 per each year of service with a maximum of 15 points. These points shall be added only to an employee's qualifying score which shall be a minimum of 70, written and oral combined. The final score shall consist of 75% coming from the written portion and 25% for the oral exam.
- d. In the event that no candidate with three years or more of service in any of the immediate subordinate classifications attains the minimum passing score of 70% in the promotional examination, then the selection for promotion shall be made from candidates with less than three years' service in the same immediate subordinate classifications who shall have attained the highest score above the passing grade of 70%. Such candidates shall be eligible for the secondary list.
- e. Candidates eligible for both primary and secondary list shall be permitted to the secondary list.
- f. If it should occur that all eligible candidates in the immediate subordinate classifications, both those with three years or more of service and those with less than three years of service, fail to attain a minimum passing score of 70% in a promotional examination, then, where possible, candidates with three years or more of service in the next lower classification, which is two steps below the position for which the examination is given (i.e. Fire Lieutenant), shall be eligible for the Fire Chief examination; and upon passing the examination with the highest score above minimum passing grade of 70% shall be placed on the eligibility list.
- g. Persons shall be ranked on the eligibility list for Fire Chief in the order of highest total score (written, oral and seniority points). The eligibility list shall be valid for one (1) year. The promotion shall be offered in the order of highest ranking on the eligibility list. Any time a person is offered a promotion, that person has the right of refusal. If the right of refusal is exercised, the next eligible person on the list shall be offered the position, and the person who refused the position shall remain at the top of the list.
- h. In the event that no candidate has qualified by the process set forth above, the candidate with the highest score and three years or more of service in any of the immediate subordinate classifications shall, upon his acceptance of the position, be promoted to the position of Fire Chief.

Section 6 - Chief Out of Bargaining Unit

- a. Effective upon ratification of this agreement, the Fire Chief shall be removed from the bargaining unit; the Fire Chief shall be offered an individual contract with the City.
- b. The existing provisions regarding promotion to Fire Chief to remain as stated in Section 4.

Section 7 - Promotion to a Higher Rank before Retirement

Any person covered under the terms of this agreement who is promoted to a higher rank must hold that rank for one hundred eighty (180) calendar days prior to retirement or that employee shall not be entitled to the pension benefits available to persons holding said rank or payoff of unused sick, vacation, A TO or any other time at said rank. If such person leaves before the 180 calendar day requirement, then that person shall be paid off their time at the rate of former rank.

ARTICLE 17

WORKING CONDITIONS

Section 1 - Pay for Acting Rank

- a. Any member of the Fire Department who is assigned to perform all of the regular duties of a Lieutenant by a superior shall receive thirty dollars (\$30) per day (24 hours) for performing the duties of such a higher rank for the entire assigned period.
- b. Any member of the Fire Department who is assigned to perform all of the duties of a Motor Engineer by a superior shall receive the sum of twenty- five dollars (\$25) per day (24 hours) for performing the duties of such a higher rank for the entire assigned period.
- c. There shall be no obligation to pay for acting in a higher rank unless and until an employee has performed duties of one or more higher ranks for a minimum of three (3) consecutive shifts. Upon completion of the third consecutive shift working out-of-class, the member shall be entitled to out-of-class pay for the previous three (3) consecutive shifts wherein he or she worked out-of-class.

Section 2 - Use of Private Vehicles

Any member shall not be compelled to use a privately-owned vehicle for purposes related to Fire Department functions.

Section 3 - Reassignments Within the Department

- a. Fire personnel employed before February 1,2006 who no longer desire to serve as an Emergency Medical Technician may resign from such duty providing the Fire Chief is given ninety (90) days' notice.
- b. At no time shall an Emergency Medical Technician be deprived of assignment to an acting capacity position because the firefighter is assigned to "ambulance duty" on any given day.
- c. Fire Lieutenant and Acting Fire Lieutenant positions will be filled only by employees who obtain certification as Fire Officer I in the training program offered by the Michigan Firefighters Training Council.

- d. Fire Captain and Fire Marshal positions shall be filled only by employees who obtain certification as Fire Officers I and II in the training program offered by the Michigan Firefighters Training Council.
- e. The City shall at all times attempt to provide adequate notice that the employee has the option of declining the City's request for a change in the employee's Super Kelly.
- f. Release time to attend scheduled Fire Officer 1,2, and 3 courses shall be provided by the City to one employee on any particular day. If more than one employee applies for release time on any day, then only the most senior employee will be eligible for use of release time. If staffing requirements are met, additional employees may be permitted to attend courses, at the discretion of the Chief. Release time pay shall only be for straight time hours and shall not include overtime.
- g. All new hires shall complete a one year probationary period.

Section 4 - Duties Unrelated to Fire Department Work

No employee subject to the terms of this contract shall be required to perform duties unrelated to Fire Department work. Firefighters shall perform no maintenance and/or duties which are performed by other trade Union members or Class C employees. By way of illustration and not limitation, this work prohibition relates to electrical, carpentry, wall-washing, painting, window repair, etc. However, this does not include the regular household duties which must be performed by Firefighters.

Section 5 - Health and Safety

- a. It is mutually agreed between the parties hereto that the employees shall be entitled to work under a satisfactory environment conducive to standards of safety and health which shall be in the best interest of the employer and the employee. In that regard, all equipment shall meet minimum standards.
- b. There shall be an advisory safety committee consisting of the Fire Chief and two Union members. The safety committee shall meet as needed to review safety issues (including equipment).
- c. The City and Union agree to examine the feasibility of BLS and/or ALS transporting being reinstated to fire department duties; however, by agreeing to this examination, the City shall not have any obligation to implement any transporting program.

Section 6 - Added Incentive

Any employee who desires to further his/her education on a related field of firefighting or fire prevention work and attends an accredited institution, on employee's own time, shall, upon satisfactory completion of such classes, be reimbursed the amount of the cost of tuition and books subject to the prior approval of the Chief. This reimbursement shall include the attendance of any classes necessary to maintain Emergency Medical Technician License.

Any employee who, with the Chief's pre-approval has attended, or shall attend an accredited institution for the purpose of keeping an Emergency Technician License current or shall attend a State of Michigan Public Health testing session on an off-duty day, shall be paid at the rate of time and one-half (1-1/2) for the time spent at the school or testing session. If the City determines that it does not want to pay for the maintenance of the Emergency Technician License, then the holding of such license shall not be considered a mandatory condition of employment.

Section 7 - Residency

The City shall not require residency in the City of Hamtramck as a condition of employment for any employee covered under the terms of this agreement.

Section 8 - Telephone

Employees shall have a telephone. The telephone number must be provided to the Chief and the employee's immediate supervisor. The financial responsibility for maintaining such a telephone shall be that of the employees.

Section 9 - Malpractice Insurance

The City shall provide a fully paid policy of medical malpractice insurance. The coverage provided to the members of the bargaining unit shall be whatever the policy limit amount is as determined by the City. Such coverage shall provide coverage and pay damages because of claims for medical malpractice, or other related claims growing out of the performance of the official duties of a Firefighter licensed as a State Emergency Medical Technician.

Section 10 - Hold Harmless

The City of Hamtramck agrees to indemnify and hold harmless all employees of the City of Hamtramck Fire Department from and against all claims or suits based on negligence, damages, costs, losses and expenses arising out of the defense of each and every action taken by employees in the performance of their duties. This indemnification shall be provided by a fully paid insurance policy, or City shall self-insure in the amount of one million dollars (\$1,000,000) per person, per occurrence and shall include, but not limited to, attorneys' fees, investigation costs, settlements and/or judgments of any kind.

Section 11 - Physical Fitness Program

All members of the Union, on a voluntary basis, will be allowed 1 hour per shift, to workout in order to maintain or improve their level of physical fitness. The exact time of this workout must be approved by the Officer in Charge. During this time the employee shall be free from other duties, excluding emergencies, scheduled tours, company inspections or training.

ARTICLE 18

SUBSTANCE ABUSE POLICY

Section 1 - Drug/Alcohol Testing

It is the purpose of the parties to restrict and eliminate the unlawful use of controlled substances.

The parties recognize that controlled substance abuse by an employee often contributes to less than satisfactory attendance and job performance, and may needlessly endanger the safety and wellbeing of other employees and members of the general public.

Although the parties recognize the unique need for all members of the department to be in strict compliance with the law and to refrain from the use of controlled substances on duty, the parties differ as to whether or not the issue of controlled substance testing is a mandatory subject of collective bargaining. The employer asserts that it has, as a management right, the power and authority, as well as the obligation, to implement a program of substance abuse testing without engaging in collective bargaining, while the Union believes any such program must be collectively negotiated and agreed upon.

Without either party waiving their respective positions and with full reservation to assert such position at any time in the future in any appropriate forum, and having sought and obtained extensive input from representatives of the collective bargaining unit, the employer shall implement a controlled substance testing program, described in the following paragraphs, which shall become effective immediately.

- a. In implementing a controlled substance testing program, the employer may require an employee to submit to urinalysis drug screening as provided herein:
 1. In connection with a promotion or relating to a claim that the employee was injured on the job and there are specific facts to establish reasonable suspicion for substance abuse.
 2. When an employee is involved in a vehicular accident on duty which results in injury, death, or damage to property, and there are facts to establish reasonable suspicion that the employee was under the influence of any controlled substance at the time of his/her involvement.
 3. When a command officer has reasonable suspicion predicated on facts and reasonable inferences drawn that an employee is under the influence of, using, selling, dispensing or in possession of any controlled substance, unlawful, mind altering or non-physician prescribed drugs.
- b. Under the procedures established in this policy, any employee or member will be afforded the opportunity to avail himself of a department and Union approved drug rehabilitation and treatment program. With regard to marijuana use, this program will require the individual to participate in a department and Union approved drug education program as directed by the department. With controlled substances other than marijuana, this program will require the individual's

enrollment in a department and Union approved inpatient facility, followed by participation in a department and Union approved outpatient treatment program as directed by the treatment facility. Such participants will be subject to unannounced periodic testing for drugs for a period of one year thereafter.

- c. If an employee alleges that an Order requiring submission urinalysis is in Violation of this policy, he shall comply with the Order, and may simultaneously file a protest with the communicator of the Order. Disputes arising out of such protests shall arbitrate under applicable provisions of.
- d. Refusal to comply with an Order to submit to a urinalysis drug screening pursuant to the provisions of this policy shall result in disciplinary action, up to and including, suspension and dismissal.
- e. If the reasonable suspicion giving rise to the testing Order arises while an employee is on duty, a reasonable effort shall be made to have the test performed while he/she is still on duty or as soon thereafter as practical.
- f. Employees shall give a urine sample at either a hospital or accredited testing laboratory that meets the standards and operating procedures as set forth the NIDA (National Institute on Drug Abuse) or has been accredited/approved by said agency.
- g. Fire personnel may, upon request, have a Union representative present during the testing procedure.
- h. When a sample is taken under any of the above delineated circumstances, a portion shall be retained for the second test should either the employer or the employee request same.
- i. Any test showing a "positive" result will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) method or a superior testing technique, before administrative action is commenced.
- j. A urinalysis drug screening test which is confirmed "positive" by GC/MS or a superior testing technique, shall constitute a basis for disciplinary action, up to and including, suspension and dismissal.
- k. Fire personnel shall be notified of a "positive" result and be given an opportunity to present themselves for a second sample at a time chosen by the Employer. In no event shall the second test be held later than twelve (12) hours after the notice to the employee that the first test was positive. Notice to the employee of the first test being positive shall be made directly to the employee at which time the employee shall also be advised that a copy of the written test results, as provided by the testing facility, are available. In the event an employee declines to offer a second sample, or at the rest of the employee, the reserved portion of the first sample be utilized.

- l. Laboratories/testing facilities utilized by the employer for urinalysis will have a quality assurance program which encompasses all aspects of the testing process, including specimen acquisition, chain of custody, security and reporting procedures in addition to the screening and confirmation of analytical procedures. Lab and testing procedures shall follow Federal guidelines, 53 Federal Register 11,979 (1988).
- m. Documentation of all aspects of the testing procedure shall be maintained for a minimum of two (2) years and will include: chain of custody of documents; quality assurance/quality control records; all test data; reports/performance records on proficiency testing; performance on accreditation inspections; and hard copies of any computer generated data.
- n. Prior to the submission of a urine sample, it shall be the employee's duty to disclose and describe all drugs, both prescription and non-prescription, which the employee has ingested or had contact with within the last thirty (30) days, on forms provided by the employer. In addition, any employee who has had contact with or is subjected to passive inhalation of a controlled substance (i.e., prolonged presence in a room where marijuana is smoked), who ingest medication other than over the counter nonprescription medication, except medications containing codeine or Darvon derivatives or who actually ingests any controlled substance in the performance of his duties, shall notify their immediate supervisor on forms provided by the employer. A copy of the aforementioned forms will be maintained by the employer for a minimum period of two (2) years. An employee will be provided a copy of the forms submitted bearing written verification of its submittal to the immediate supervisor.
- o. In no event shall urinalysis be required without the express approval of the Chief.
- p. Under no circumstances, with the exception of use in disciplinary proceedings, shall an employee's personnel file contain any reference to the results of any drug tests, nor shall any such test results be disclosed to the public or to law enforcement personnel without the express written permission from the employee involved unless ordered by a Court of competent jurisdiction or in connection with the defense by the employer of a civil action brought by an employee as against the employer.
- q. The employer shall be responsible for the cost of the tests ordered pursuant to this policy.
- r. For all practical purposes, the employee shall be considered "on duty" and shall be paid his regular rate of pay for the time required by the testing procedure.
- s. An employee who is scheduled for testing on a day that he is not scheduled to work shall receive a minimum of four (4) hours call-in time

t. Any disputes concerning application or interpretation of this policy and any disciplinary action imposed upon an employee by the employer which is in any way related to the contents of the aforementioned policy shall be subject to the grievance and arbitration procedure.

u. Notice to Members/Other Laws:

Each present member will be furnished a copy of this policy and will sign a receipt for same. Members hired in the future will be furnished a copy at time of hire.

These policies will be implemented in a manner that will comply with all applicable federal and state laws.

v. Union Held Harmless

This drug testing program is initiated at the behest of the City. The City shall be liable for any legal obligations, costs, and attorney's fees arising out of the provisions and/or application of this Agreement relating to drug testing. The Union and its members shall be held harmless for violation of any laws, regulations, or worker rights arising from creation, implementation, or administration of the drug testing program, except suits brought by the Union, directly or indirectly, for itself or on behalf of its members or suits, the result of which provides a direct or indirect monetary benefit to the Union. Indemnification shall take the form of defense and payment of any judgments, settlements, costs or attorneys' fees.

ARTICLE 19

SEPARABILITY

If any Article, Section or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

ARTICLE 20

DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be distributed by the City to all employees of the Fire Department.

ARTICLE 21

DURATION

Section 1 - Duration

The duration of this contract, both as to economic and non-economic provisions, shall run from November 23, 2013 through June 30, 2016.

Section 2 - Future Negotiations

No later than April 1, 2016, the parties shall undertake negotiations for a new agreement for a succeeding period.

Section 3 - Extension

In the event negotiations extend beyond the expiration date of this agreement, terms and provisions of this agreement shall remain in full force and effect pending agreement on a new contract. Any additional benefits or wage increases obtained as a result of negotiations after the expiration date shall accrue after June 30, 2016.

ARTICLE 22

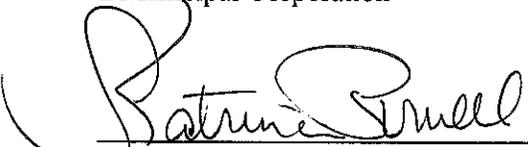
MAINTENANCE OF CONDITIONS

There shall be no changes in wages, hours or working conditions during the life of this agreement unless agreed to by both parties.

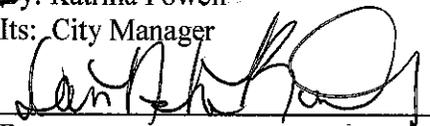
LOCAL 750, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO

CITY OF HAMTRAMCK
a Municipal Corporation


By: 4-10-2015
Its: President


By: Katrina Powell
Its: City Manager

By: 
Its: Vice President


By: _____
Its: _____

Dated: 4-10-2015

Dated: 4-10-2015

CITY OF HAMTRAMCK FIREFIGHTERS SALARY SCHEDULE

EFFECTIVE 7/1/2014

Fire Marshall	\$85,898.88
Captain	\$78,091.20
Lieutenant	\$70,991.04
Motor Engineer	\$64,536.96
Firefighter V	\$57,782.40
Firefighter IV	\$53,741.76
Firefighter III	\$49,700.16
Firefighter II	\$45,657.60
Firefighter I	\$41,619.84