

CITY OF HAMTRAMCK, MICHIGAN

A Michigan municipal corporation

and

LOCAL 750, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

HAMTRAMCK FIREFIGHTERS ASSOCIATION

COLLECTIVE BARGAINING
AGREEMENT

January 2, 2020 through December 31, 2022

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THIS AGREEMENT is entered between the City of Hamtramck, a Municipal Corporation, hereafter referred to as the "City", and the Hamtramck Firefighters Association, Local 750 of the International Association of Firefighters, AFL-CIO, hereafter 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 in to 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 in to 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 to all employees of the Fire Department except civilian employees and the Fire Chief.

The Parties agree and hereby recognize the members of the bargaining unit as the exclusive providers of fire suppression, fire rescue, and fire prevention services to the City of Hamtramck. AH such services and any other services historically preformed exclusively, without subcontracting or assigning non-bargaining unit employees, shall continue to be provided exclusively by bargaining unit members.

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 employees who is not a Union member, shall, as a condition of employment, pay to 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

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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 the periods of such meetings do not in any manner affect to 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 organization represent any employee with

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respect to wages, hours or conditions of employment or which deviates from the exclusive bargaining agency of this Union.

ARTICLE 7

EMPLOYMENT AND WORKING CONDITIONS

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 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 and ATO existing as of July 1, 2006 shall be converted from 8 hours 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 hour to 8-hour days.

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

NOTE: Part B replaced by Addendum.

Section 3- Wages

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

See Attached Salary Schedule.

- B. There shall be a ten percent (10%) pay differential between each rank up to and including the Fire Marshal, which shall be 10% above captains pay.

Section 4- Accumulated Time Off (ATO)

- A. Effective July 1, 2001, employees shall no longer accumulate any accumulated time off (ATO), except as specified in Article 10, Section 1.
- B. The City, at its discretion may pay out some or all employee's ATO bank at the rate 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 5- Holiday Pay

Employees shall be entitled to thirteen (13) paid holidays as follows:

New Years Day

Martin Luther King Day

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Eve

Christmas Day

New Years Eve

Commencing July 1, 2009, holidays shall be paid on the basis of 8 hours for each holiday.

Holidays will be paid in a yearly lump sum during the first pay period of

November. Holidays will be paid on a separate check from the regular payroll.

Eight-hour employees will receive the day off. For 8-hour employees, if the holiday falls on Saturday the employee shall take Friday off; if the holiday falls on a Sunday the employee shall take Monday off.

Section 6 - Pay for Acting Rank

- a. Any member of the Fire Department who is assigned to act in the capacity of a rank above that to which he is normally assigned, shall receive the contractual hourly rate of pay 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 contractual hourly rate of pay for the Motor Engineer classification for performing the duties of such a higher rank for the entire assigned period.

Section 7 - 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, and 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 8 - 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 who elect coverage for their eligible spouse and dependents, (tier 2 firefighters), shall be, for purposes of cost/premium sharing, required to pay 20% of the premium cost difference between single coverage and spouse or dependent coverage. 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

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 contributions to any HSA accounts. Under a 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 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 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 the established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the premium shares shall stay the same until a successor agreement has been reached.

- 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 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 account.

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C. Employees Vested for Regular Retirement

1. The City shall not provide healthcare coverage.

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 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 continue 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

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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.

Optical

Optical benefits may be provided to the employee.

Dental

The City shall provide dental insurance 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.

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Section 9 - 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 except as otherwise provided in Article 9 of this agreement, 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 10 - Use of Private Vehicles

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

Section 11- Reassignments within the Department

- a. Fire personnel employed before February 1, 2006 who no longer desire to serve an Emergency Medical Technician may resign from such duty providing the Fire Chief is given ninety (90) days' notice.
- b. 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 employees Super Kelly.

Section 12- 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. The City and the 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 13- Training and Education

- a. 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
- b. Any employee who, with the Chiefs pre-approval has attended, or shall attend an accredited institution for propose 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 ½) 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.
- c. Release time to attend scheduled Fire Officer I, II, and III 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 be for straight hours and shall not include overtime.
- d. All new hires shall complete a one (1) year probation period.

Section 14- Layoffs

- a. All wages and benefits due to 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 15- Leaves of Absence

a. Medical Leaves of Absence

- 1) All medical leaves of absence for either the employee or the care of the employee's family shall be governed by the City's FMLA procedure.
- 2) Employee 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.

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- 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 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

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.

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 Resignation

1) Resignations

All employees who are resigning from the Hamtramck Fire Department shall give a 15-day written notice to the Fire Chief and Human Resources to be considered resigned in good standing.

All City-issued equipment must be returned in order to receive final paycheck.

2) Withdrawal of Resignation

Any employee, who has resigned in good standing, may, within sixty (60) days 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 available.

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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 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

- 1) All employees who resign shall receive payment in accordance with Article 7, Section 14.

Section 16 - Duties Unrelated to Fire Department Work

- a. 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 City of Hamtramck employees. By way of illustration and not limitation, this work prohibition relates to electrical, carpentry, painting, window repair, etc. However, this does not include the regular household duties which must be performed by Firefighters.
- b. During the term of this CBA, the City and the Union agree to not create a fire department-based Emergency Medical Services (EMS) program, including but not limited to: Medical First Responder (MFR), Basic Life

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Support (BLS), or Paramedic (ALS), whether it's a transporting or non-transporting program. Before any program can be instated, it must be negotiated and agreed upon by both parties in regards to implementation, delivery service model, staffing expectations, and employee compensation.

Section 17 - 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, and shall include, but not be limited to, attorneys' fees, investigation costs, settlements and/or judgments of any kind.

Section 18 - Physical Fitness Program

All members of the bargaining unit, on a voluntary basis, will be allowed one (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.

Section 19 - 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 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,

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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

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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 the grievance process.
- d. Refusal to comply with an Order to submit to a urinalysis drug screening pursuant to the provisions of this policy may result in disciplinary action.
- e. If the reasonable suspicion giving rise to the testing Order arises while an employee is on duty, shall be made to have the test performed while he/she is still on duty. The person making the request for testing is required to document in writing observable reasoning for testing.
- 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. No City employee shall ever have custody of the sample.
- 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.

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- 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 in accordance with progressive discipline procedure.
- 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 request of the employee, the reserved portion of the first sample be utilized.
- J. 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 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 ingest 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 with 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 test results be disclosed to the public or to law enforcement personnel without 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 at his regular rate of pay for the time required by the testing procedure.
- s. An employee who is subject to random testing pursuant to this article 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 discipline 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 contained in the collective bargaining agreement.

u. Notice to Members/Other laws:

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

ARTICLE 8

VACATIONS

Section 1 - Amount

The following paid vacation days shall be granted:

- a. The Fire Chief shall have discretion in the scheduling of vacation leave time.
- b. On date of hire, employees shall receive two (2) vacation days. Probationary period Employees are allowed use of vacation days with the Chiefs approval only due to extenuating circumstances.
- c. After one (1) year of service, employees shall receive five vacation days, three (3) in the summer and two (2) in the winter.
- d. 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.
- e. 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.
- f. If a vacation day falls on a Super Kelly Day, it will not count as a vacation day.
- g. Employees working an 8-hour day receive ten (10) days of vacation in winter and fifteen (15) days of vacation in summer.
- h. Annual leave may be accumulated for a total not to exceed 22 days for fire suppression, or 50 days for 8-hour employees.
- i. Retirement Payment.
Upon retirement, twenty-four (24) hour employees are entitled to

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22 vacation days at 24 hour pay. Upon retirement eight (8) hour employees are entitled to 50 vacation days pay at 8 hours.

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.
- b. Vacation days shall be added to employees' banks on July 1st.
- c. A fifth vacation day can be carried until end of the current vacation period.

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 vacation within the next vacation period.
- c. If an officer is out of work for an extended period of time the Chief may modify vacation schedules with 30-day prior notice.

ARTICLE 9

SICK LEAVE

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Section 1 - Amount

All employees in the bargaining unit shall accrue sick leave at the rate of 24 hours per month or part thereof of employment beginning with their date of hire.

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 of one hundred (100) days by June 30 of any given year. All sick leave time in excess of one hundred (100) days on June 30 of each year shall be paid on or before July 16 of the same year at 100% of the employee's June 30 wage rate. Upon retirement, payment for up to one hundred (100) accumulated sick leave days 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.

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- b. 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.
- c. Sick slips need not be notarized.

*Day is defined in Article 7 Section 1.

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 City's physician 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 the physician at such industrial clinic as selected by the City,

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.

In non- or post-emergency cases, personnel who have incurred an alleged service connected illness or injury must obtain approval from a physician 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.

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 City physician, approval for treatment for the illness or injury or a determination as to whether or not the illness or injury is duty related.

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Therefore, notwithstanding any other requirement or provisions mentioned in the Article the parties agree that whenever reference is made to a physician it will include a physician on the staff of an accredited health care facility or in a 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 re-evaluation by a physician of the employee's choice.

In the event of conflicting opinions of the City and employee's physician, a third physician will be used as a tiebreaker. The tie breaking physician will be a mutually agreed upon physician by the city and the employee.

Section 5 - Report for Duty When Ordered

Any employee reported "fit for duty" by the City physician, who does not report for 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 assignments by the physician.

Section 7 - Full Wages for Line-of-Duty Injury

An employee who is injured or becomes ill from an on-duty event, that is, injured 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

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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 Workers' Compensation Benefits as outline in the preceding paragraph.

ARTICLE 10

LEAVES

Section 1 - Personal Leave

An employee shall be entitled to seventy-two (72) personal leave hours annually, 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. Effective upon ratification, all personal leave banks (E-Day) shall be converted to ATO time. All further Personal leave time shall be deposited into the employee's ATO bank.

Section 2 - Bereavement Leave

a. An employee shall be entitled to use up to four (4) days per funeral to make reparation 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 husband, wife, parent or child of the employee.

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- b. 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. Two (2) days funeral leave will be permitted for the purpose of attending the following relatives: relatives: aunt, uncle, niece, nephew or spouse's grandparents.
- c. All days off for funeral leave must be used in consecutive days, regardless if the employee is scheduled to work or not.
- d. Employees are required to provide specific documentation to evidence attendance at funeral, including a copy of obituary and documents provided at the funeral home and/or funeral.

ARTICLE 11

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 40 hour/week.

The Fire Chief and Fire Marshal shall not be regarded as fire suppression personnel and shall not be counted for the purpose of minimum manning under Article 11 Section 3.

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) or it does not create overtime.
- b. Employees shall fill out the appropriate trade paperwork and it will be approved and signed by the Officer in Charge if it meets the above requirements. Once a trade slip is signed, the day that the employee

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agreed to work is to be considered a scheduled workday 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.
- d. Employees may trade a shift with themselves. It cannot cause a staffing shortage (i.e., appropriate number of officers/engineers) and does not create overtime.

If staffing permits, then an employee may take a day off with the understanding that the employee shall work those traded hours (shift) within the next sixty (60) calendar days. If the trade day is not repaid within sixty calendar days, at that point the time taken off will be deducted from the employee's leave bank. If the employee has no banked time available, then the day will be deducted from the employee's next bank time accrual.

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 and one (1) Driver per shift.

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.

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

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

ARTICLE 12

PENSIONS AND RETIREMENTS

Section 1 - MERS Pension and Retirement

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 the 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

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are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be 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 benefit defined 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)


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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. Demotion;
5. Last chance agreement;
6. 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

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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 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 fourteen (14) 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 (3) 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 fourteen (14) 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

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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 PROMOTION 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 Basic 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 Marshall shall follow the promotional process identified in this section.

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- b. Any candidate conditionally promoted to the rank of Fire Motor Engineer, Fire Lieutenant, Fire Captain or Fire Marshall 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 (\$3000.00) dollars for the educational purpose for the positions of Fire Motor Engineer, Fire Lieutenant and Fire Captain. As necessary, the City shall fund any certification course required by the City or State for the Fire Marshall 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 the 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 Marshall 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 require 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 and II program offered by the Michigan Firefighter 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

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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 require course) is made permanent.

- f. Fire Lieutenants with senior most time in grade as a Fire Lieutenants, with enrollment and successful completion of next available required course within one year in the Fire Officer II and III program offered by the Michigan Firefighter Training Council course, shall be eligible for 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 require course) is made permanent.
- g. Fire Lieutenants and Fire Captains with enrollment and successful completion of next available required course within one year in the Fire Officer I and II program offered by the Michigan Firefighter Training Council course, shall be eligible for promotion to Fire Marshall. 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 require course) is made permanent.
- h. Fire Lieutenant and Acting Fire Lieutenant positions will be filled only by employees who obtain certification as Fire Officer II in the training program offered by the Michigan Firefighters Training Council.
- i. Fire Captain and Fire Marshal positions shall be filled only by employees who obtain certification as Fire Officers I, II, and III in the training program offered by the Michigan Firefighters Training Council.
- j. Among those who are eligible for a promotion by meeting the rank, seniority in-grade and enrollment requirements set forth in this

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section, the promotion shall be offered in the 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

- k. Any person promoted to a higher rank shall undergo a probation period for the length of six (6) months. The employee's superior officers will evaluate promoted employee on a monthly basis. Any promoted employee failing to meet the standards of the promotion shall be returned to previous rank. At any point in time, a promoted employee has the option to voluntarily bump back to their previously held position.
- l. 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, ATO 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 rank of the former rank.

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 mechanic shall keep their place on eligibility list for promotion.
- g. The mechanic may resign from his duties, provided he gives the City

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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 manufacture 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.

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Section 5 - CHAIN OF COMMAND AND PROMOTIONAL FLOW CHART

FIRE CHIEF (1)

NON-SUPPRESSION DIVISION

FIRE MARSHAL (1)

SUPPRESSION DIVISION

FIRE CAPTAIN (2)

FIRE LIEUTENANT (4)

MOTOR ENGINEER (6)

FIREFIGHTER (12) through attrition

The numbers of employees specified in each classification are minimum specific compliments of employees in any classification.

Section 6 - 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

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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 test.

- 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 7 - Chief Out of Bargaining Unit

- a. Effective upon ratification of this agreement, the Fire Chief shall not be part of the bargaining unit; the Fire Chief shall be offered an individual contract with the City.

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- b. The existing provisions regarding promotion to Fire Chief to remain as stated in Section 4 6.

ARTICLE 17

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 18

DISTRIBUTION OF AGREEMENT

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

ARTICLE 19

DURATION

Section 1- Duration

The duration of this contract, both as to economic and non-economic provisions, shall run from ~~July 1, 2017~~ through January 1, 2020 through December 31, 2022.

Section 2- Future Negotiations

No later than October 1, 2022, 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

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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 December 31, 2022.

ARTICLE 20

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



Its: President:

Dated: 7-5-22

CITY OF HAMTRAMCK



Its: City Manager

Dated: 6-14-22

CITY OF HAMTRAMCK FIREFIGHTERS SALARY SCHEDULE – 1/2/2020-12/31/2020

RANK	ANNUAL BASE WAGE
Fire Marshall	\$91,892.29
Captain	\$83,538.45
Lieutenant	\$75,944.04
Motor Engineer	\$69,040.03
Firefighter V	\$62,763.67
Firefighter IV	\$57,057.88
Firefighter III	\$51,870.80
Firefighter II	\$47,155.27
Firefighter I	\$42,868.44

CITY OF HAMTRAMCK FIREFIGHTERS SALARY SCHEDULE – 1/1/2021-12/31/2022

RANK	ANNUAL BASE WAGE
Fire Marshall	\$95,567.98
Captain	\$86,879.98
Lieutenant	\$78,981.80
Motor Engineer	\$71,801.64
Firefighter V	\$65,274.22
Firefighter IV	\$59,340.20
Firefighter III	\$53,945.63
Firefighter II	\$49,041.48
Firefighter I	\$44,583.18

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