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6/30/2001

CITY OF HAMTRAMCK, MICHIGAN
a Municipal Corporation

-and-

**LOCAL 750, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
HAMTRAMCK FIRE FIGHTERS ASSOCIATION**

COLLECTIVE BARGAINING AGREEMENT

July 1, 1998 through June 30, 2001

01/21/2001

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into and effective as of July 1, 1998 between the City of Hamtramck, Michigan, a Municipal Corporation, hereinafter referred to as the "City", and HAMTRAMCK FIRE FIGHTERS ASSOCIATION, Local 750 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter called 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.

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 who 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 had authorized such deductions and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union Secretary 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 and all 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 - Released Time

(a) 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.

(b) Release time to attend Fire Officer 1, 2, and 3 scheduled 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 permit, additional employees may be permitted to use release time to attend courses, within the discretion of the Chief. Release time pay shall only be for straight time hours and shall not include overtime.

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 shall 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 in derogation of this 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 on and after July 1, 1990:

| | <u>5%</u> <u>7/1/98</u> | <u>5%</u> <u>7/1/99</u> | <u>5%</u> <u>7/1/2000</u> |
|--------------------------------|----------------------------|----------------------------|------------------------------|
| Fire Chief | \$63,542 | \$66,719 | \$70,055 |
| Ass't Chief/Master Mechanic | 57,765 | 60,654 | 63,686 |
| Captain/Fire Marshal | 52,514 | 55,140 | 57,897 |
| Lieutenant | 47,740 | 50,127 | 52,633 |
| Motor Engineer | 43,400 | 45,570 | 47,849 |
| Fire Fighter V | 38,857 | 40,800 | 42,840 |
| Fire Fighter IV | 36,140 | 37,947 | 39,844 |
| Fire Fighter III | 33,422 | 35,093 | 36,848 |
| Fire Fighter II | 30,704 | 32,239 | 33,851 |
| Fire Fighter I | 27,988 | 29,398 | 30,857 |

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

(b) EMT Pay: Any Firefighter licensed as a State Emergency Medical Technician who is assigned to "ambulance duty" for substantially all of the shift or has responded to at least one (1) ambulance run shall receive an additional Fifteen (\$15) Dollars per day for each day or part thereof so assigned. Effective January 1, 1999, the above EMT pay shall increase to Twenty Five (\$25) Dollars per day. Incentive pay for such Emergency Medical Technicians shall be paid at the same time employees receive their pay checks and shall be paid on a regular basis.

Section 2 - Longevity Pay

Each employee shall be paid the sum of Twenty (\$20) Dollars per each year of service on an unlimited basis - thirty (30) years, Six Hundred (\$600) Dollars, present ordinance to be amended. Effective July 1, 1999 each employee shall be paid the sum of Forty (\$40) Dollars per year of service to a maximum of One Thousand (\$1,000) Dollars.

Section 3 - Overtime Pay

Overtime pay shall be paid to employees of the Fire Department for all work in excess of their regularly scheduled work or work week at time and one-half when assigned to such work by his/her immediate superior.

Section 4 - Holiday Pay

(a) Each employee covered under this contract shall be entitled to receive eleven (11) paid holidays as follows:

| | |
|-----------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| Washington's Birthday | Good Friday |
| Easter Sunday | Memorial Day |
| Independence Day | Labor Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Day | |

Payment for holidays is to be made at each individual's own rate of pay per day.

(b) In addition, all employees shall receive compensatory time for Christmas Eve and New Year's Eve at the rate of twelve (12) hours of compensatory time for Christmas Eve and twelve (12) hours of compensatory time for New Year's Eve.

(c) In addition, each employee shall receive one (1) leave day or eight (8) hours of compensatory time (ATO) for his/her birthday. Compensatory time for birthday leave can only be used by the employee when, in the opinion of the Chief, available manpower permits. However, an employee is entitled to use such compensatory time within the calendar year following his/her birthday. Should an employee not be able to use the time during a one calendar year period following his/her birthday due to manpower requirements, he/she shall receive eight (8) hours of ATO (pay).

Section 5 - Shift Premium Pay

All employees shall be paid shift premium pay on the following basis:

- (a) Civil Service Commission Rules and Regulations shall apply. However, rates of pay shall be twenty-five (\$.25) cents per hour for an afternoon shift and thirty-five (\$.35) cents for midnight shift. Civil Service Commission Rule IV, Section II, Shift Premium Pay, shall be amended to implement the herein contained shift premium rates;
- (b) Shift premium pay shall be paid on a normal pay period.

Effective January 1, 1997, shift premium pay shall be eliminated.

Section 6 - Clothing and Food Allowance

Clothing allowance shall be paid in cash to all employees of the Fire Department. This amount shall be Five Hundred (\$500) Dollars per fiscal year payable in twelve (12) installments of Forty-one Dollars Sixty-seven Cents (\$41.67) each. Payment of each installment shall be made in the first pay period of each month commencing in the first pay period in this contract.

Probationary Firefighters shall be eligible for a clothing allowance installment of Two Hundred Fifty Dollars (\$250) immediately upon completion of a six (6) month probationary period.

Food allowance shall be paid in cash to all employees of the Fire Department. The amount shall be Five Hundred Dollars (\$500) per fiscal year payable in twelve (12) installments of Forty-one Dollars Sixty-seven Cents (\$41.67) each. Payment of each installment shall be made on the first pay period of each month commencing in the first pay period of this Agreement. Probationary Firefighters shall be eligible for a food allowance installment of Two Hundred Fifty Dollars (\$250) immediately upon completion of a six (6) month probationary period.

Section 7 - Hospitalization, Medical, Dental, Life Insurance & Optical Plan

(a) The City shall provide fully paid medical, hospital and surgical insurance for all employees covered under this contract and eligible members of an employee's family. The City shall provide continuous medical, hospital and surgical insurance coverage equivalent to or better than Michigan Blue Cross and Michigan Blue Shield MVF-2 coverage with a Master Medical Plan supplemented together with the prescription drug rider.

(b) The City shall provide each employee covered under the terms of this Agreement, dental insurance coverage under the Blue Cross-Blue Shield Dental Plan, more commonly known as Blue Cross Comprehensive Preferred 50-50-50, \$1,000/OS-50-1000, CDC-DC.

(c) The City shall provide at least Twenty Thousand (\$20,000) Dollars life insurance with a double indemnity provision for accidental death at no cost to the employee. Effective May 1, 1999, 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.

(d) The City shall reinstate and provide an optical plan as previously provided to the employees covered under the terms of this Agreement. Such optical plan shall be the equivalent to or an improvement upon the optical plan as provided in the Collective Bargaining Agreement between Hamtramck City Employees, Local 666, AFSCME, AFL-CIO and the City of Hamtramck.

(e) In lieu of the medical, hospital and surgical insurance described in Paragraph (a) above and dental insurance as described in Paragraph (b) above, each individual employee shall have the option, on an annual basis, of selecting an alternate hospitalization, medical and/or dental insurance plan on the date specified by such plan, in accordance with such plan. If a member voluntarily agrees to said alternate insurance, the City agrees to pay to said member a sum equal to

50% of the savings realized by the City in monthly premium for the equivalent coverage as specified in paragraphs (a) and/or (b) above so long as said member is covered by said alternate insurance. Such payment shall be made to the employee quarterly. It is agreed and understood that said member may on an annual basis, during the appropriate enrollment period as set forth in the contracts of insurance, return to the coverages as specified in paragraphs (a) and/or (b) above without penalty.

(f) It is further agreed between the parties that an employee may choose to opt out of any medical, hospital, surgical and/or dental insurance plan as specified in paragraphs (a) and (b) above, choosing instead, at the employee's sole option, to self-insure or be insured by the employer of a spouse who is not otherwise enrolled in a plan funded by the City of Hamtramck. If the employee, at his/her sole discretion, chooses to opt out of any of the insurance, as specified in sub paragraphs (a) and/or (b) above, then in that event, the City shall pay said employee 50% of the monthly premium normally paid by the City for insurances covered in sub paragraphs (a) and/or (b) above for one person coverage for as long as said employee is not covered by any such insurance plan funded by the City of Hamtramck. Such payment shall be made to the employee quarterly. Provided, however, that should said employee choose to be insured by the City as set forth in paragraphs (a), (b) and/or (e) above, then in that event, said employee shall be allowed to return to said coverage without penalty and as prescribed by the insurance plans described in said paragraphs.

Section 8 - Hospitalization Upon Retirement

The City shall pay in full for the cost of hospitalization for employees and their families for persons who retire on/or after July 1, 1977.

The City shall pay in full for the cost of hospitalization for employees and their families for persons who retire on or after July 1, 1977 until that retired employee attains the age of sixty-five (65) or is eligible for Medicare or Medicaid. Such retired employee who obtains employment from an employer who provides hospital insurance shall not be covered by the City's hospital insurance for the duration of said employment. Said employee shall notify the City within thirty (30) days of obtaining employment which provides hospital insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said employee was covered by other hospital insurance. Said employee shall have thirty (30) days to make said reimbursement. Said employee shall not be eligible for subsequent coverage until said reimbursement is received. The City shall incur the obligation to commence benefits on August 16, 1978. Employees who have secured such insurance coverage prior to August 16, 1978 and would be entitled to such benefits having retired on or after July 1, 1977 shall not be entitled to reimbursement for premiums paid for such coverage prior to August 16, 1978. In the event the City of Hamtramck does not forthwith arrange for such coverage, then such retired employees shall be entitled to be reimbursed for premiums paid after August 16, 1978.

The City shall pay one-half (1/2) of the cost of hospitalization for employees who retire after January 1, 1975 until that retired employee attains the age of 65 or is eligible for Medicare and/or Medicaid. Such retired employee who obtains employment from an employer who provides hospital insurance shall not be covered by the City's hospital insurance for the duration of such employment. Said employee shall notify the City within thirty (30) days of obtaining employment which provides hospital insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said

employee was covered by other hospital insurance. Said employee shall have thirty (30) days to make said reimbursement. Said employee shall not be eligible for subsequent coverage until said reimbursement is received.

The City shall pay in full for the cost of medical, hospital, and surgical insurance (as more fully described in Section 7(a) above) and Master Medical insurance for employees and eligible members of employees' families for persons who retire on or after July 1, 1986 until that retired employee attains the age of sixty-five (65) or is eligible for Medicare or Medicaid. Such retired employee who obtains employment from an employer who provides similar insurance shall not be covered by the City's insurance for the duration of said employment. Said employee shall notify the City within thirty (30) days of obtaining employment which provides similar insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said employee was covered by other similar insurance. Said employee shall not be eligible for subsequent coverage until said reimbursement is received.

The City shall notify each retiree in writing at the beginning of each fiscal year of the requirements of the above provision (Section 8 hereof).

In addition to the benefits outlined above, all members (to include all eligible members of the employee's family) who retire on or after July 1, 1989, shall be eligible for and the City shall provide and pay the full costs of supplemental insurance to Medicare, which is equivalent to or superior to that offered by and through Blue Cross-Blue Shield of Michigan.

Section 9 - Health Insurance Coverage After Line-of-Duty Injury

The City shall provide continuous health insurance coverage as is above described in Section 7 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 individual 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 the 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. Such health insurance coverage shall continue for as long as each individual employee is unemployed as a result of such injury or until retirement.

Section 10 - Layoffs

(a) All wages and benefits due and owing to an employee shall be paid within one (1) week after layoff.

(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 members in the Department. Whenever two or more employees have the same date of original appointment, their examination scores by which they were placed on the eligibility list - the highest score to have the highest seniority. If the scores are identical, then time and date of application shall govern.

(c) The City shall provide hospitalization 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 the hospitalization.

ARTICLE 8

VACATIONS

Section 1 - Amount

All employees of the Fire Department hired before September 1, 1986, shall be entitled to one (1) calendar month annual leave with pay per year. For all intent and purposes, this shall be deemed to be eight (8) work days in the summer and seven (7) work days in the winter months. All Kelly days within a furlough shall be added to ATO time.

For employees hired on and after September 1, 1986, the following annual leave shall be granted:

- (a) Employees with fewer than three (3) years of service shall be given five (5) work days of annual leave, three (3) in the summer and two (2) in the winter. All Kelly days within a furlough shall be added to ATO time.
- (b) After three (3) years of service, the employee shall be given ten (10) work days of annual leave, five (5) in the summer and five (5) in the winter. All Kelly days within a furlough shall be added to ATO time.
- (c) After five (5) years of service, the employee shall be given one (1) calendar month annual leave with pay per year. For all intents and purposes this shall be deemed to be eight (8) work days in the summer and seven (7) work days in the winter months. All Kelly days within a furlough shall be added to ATO time.

Section 2 - Time of Vacation

All employees of the Fire Department shall be allowed to take a summer vacation between June 1st and September 30th. All other time may be used for winter vacations.

Section 3 - Designation of Vacation Period

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

Section 4 - Emergencies

Management shall have the right to change, modify or alter vacation schedules upon the declaration of an emergency by the Director of Public Safety or Chief of the Fire Department for such occurrences or events as, but not inclusive of, civil disturbances, major and infrequent public events, or weather emergencies.

ARTICLE 9

SICK LEAVE

Section 1 - Amount

All employees shall accumulate sick leaves at the rate of one and one-quarter (1 1/4) days per month or fifteen (15) days per year. These days shall accumulate to a maximum of one hundred fifty (150) days per employee. Payment for one hundred twenty-five (125) 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 to an employee is to be paid to the legal beneficiary. Sick slips will not require notarization.

All members hired after July 1, 1992 shall accumulate sick leave at the following rates:

| | |
|------------------|--------------------------------|
| Fire Fighter I: | 6 days (1/2 day per month) |
| Fire Fighter II: | 9 days (3/4 day per month) |
| Fire Fighter III | 12 days (1 day per month) |
| Fire Fighter IV: | 15 days (1 1/4 days per month) |

These days shall accumulate to a maximum 150 sick days per employee. Payment for 125 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 to an employee is to be paid to his/her legal beneficiary. Sick slips will not require notarization.

Section 2 - Sick Leave Incentive Program

Effective July 1, 1989, in lieu of the Bonus ("B") day program, outlined in Article IX, Section 2 of the 1986-1989 Collective Bargaining Agreement and in Civil Service Commission Rule XI, the following sick leave incentive program shall be established in addition to those days accrued pursuant to Section 1 above:

- (a) If an employee uses one (1) or less sick leave days in a fiscal year, that employee may elect to be paid for twelve (12) days from his/her sick time bank or, in the alternative, he/she may take three (3) bonus days. The distribution and scheduling of bonus days shall be the prerogative of management, provided however, in the event management shall be unable to schedule said bonus days off, any day(s) not so scheduled off shall be added to that employee's ATO bank in the next fiscal year.
- (b) If an employee uses two (2) sick leave days in a fiscal year, that employee may elect to be paid for nine (9) days from his/her sick time bank or, in the alternative, he/she may take three (3) bonus days. The distribution and scheduling of bonus days shall be the prerogative of management, provided however, in the event management shall be unable to schedule said bonus

days off, any day(s) not so scheduled off shall be added to that employee's ATO bank in the next fiscal year.

- (c) If an employee uses three (3) sick leave days in a fiscal year, that employee may elect to be paid for six (6) days from his/her sick time bank or, in the alternative, he/she may take three (3) bonus days. The distribution and scheduling of bonus days shall be the prerogative of management, provided however, in the event management shall be unable to schedule said bonus days off, any day(s) not so scheduled off shall be added to that employee's ATO bank in the next fiscal year. If an employee's sick bank at the end of any fiscal year exceeds 125 days, he/she shall be paid for all days in excess of 125, in accordance with paragraphs (f) and (g) of this Article.
- (d) If an employee uses six (6) or less sick leave days in a fiscal year, that employee may elect to be paid for three (3) days from his/her sick time bank or, in the alternative, he/she may take one (1) bonus day. The distribution and scheduling of bonus days shall be the prerogative of management, provided however, in the event management shall be unable to schedule said bonus days off, any day(s) not so scheduled off shall be added to that employee's ATO bank in the next fiscal year.
- (e) A "fiscal year" is from July 1 to June 30.
- (f) An employee must make the election to be paid from the employee's sick leave bank for these sick leave days by August 15th. If no election is made and the employee is eligible for any bonus days, the appropriate number of bonus days will be automatically credited to said employee.
- (g) If an employee elects payment from his/her sick leave bank, such payment will be made in December of each year.
- (h) Said sick leave incentive, whether paid from sick leave days banked or taken as bonus days shall be prorated if an employee only works a portion of a fiscal year. If an employee retires and is eligible for bonus days or payment for same, said days or payment shall be included in final average compensation where applicable.
- (i) All payments are to be made at the wage rate existing at time of payment. For purposes of payment of sick leave days and/or bonus days, all "days" referred to in this section, Section 2, are eight (8) hour days.

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 on the staff of Ford Hospital or such industrial clinic selected by the City, including, but not limited to, First Care Medical Center, Mayberry Clinic or Detroit Industrial Clinic 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 disabled. At all other times, he/she shall be carried sick until the final determination is made by a physician on the staff of Ford Hospital or 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 the 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

Union employees placed on limited duty by a physician on the staff of Ford Hospital selected by the City shall report immediately with their limited duty authorization to the department head who will determine an appropriate limited duty assignment and notify the employee's supervisor.

Employees on limited duty shall report for physical examinations when directed by the physician on the staff of Ford Hospital selected by the City. When employees are taken off limited duty they shall report immediately with their authorization slip to their supervisor.

An on-duty employee shall wear a uniform at all times.

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

Whenever an employee 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.

Said supplemented pay, as is above described, shall continue for a period not to exceed two years at which time the employee shall be placed on a permanent disability list under his/her then currently 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, as the case may be, shall 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/or 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/or dependents, as the case may be, for the deceased employees covered under the terms of this 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 the exhaustion of or nonpayment of Workers' Compensation Benefits as outlined in the last 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 on the staff of 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 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 on the staff of Ford Hospital, approval for treatment for the illness or injury or a determination as to whether or not the illness or injury is duty

incurred/connected. Therefore, notwithstanding any other requirement or provision mentioned in this 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, in that event, either party may demand treatment, or a re-evaluation by a physician on the staff of Ford Hospital.

Section 11 - Other Leaves

Emergency Leave - An employee shall be entitled to charge up to three (3) personal leave days per year for personal business, subject to approval of his/her superior officer. "E" days shall not be deductible from sick leave.

Funeral Leave - An employee shall be entitled to charge up to four (4) 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, and this leave will not come off the employee's sick time.

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, and this leave is not to come off an employee's sick time.

One (1) day funeral attendance will be permitted for the purpose of attending a funeral of the following relatives: aunt, uncle, niece, or nephew. Days to attend funerals in the above cases shall not be deducted from accumulated sick leave. However, the Chief shall have the right to request an affidavit of relationship to the deceased.

ARTICLE 10

HOURS OF EMPLOYMENT

Section 1 - Work Schedules

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

Section 2 - Trading Days

Employees shall be permitted to voluntarily trade work, leave or Kelly days.

Section 3 - Emergency Call-In Standby Time

All Firefighting personnel who are called in on an "emergency" or "standby" shall receive compensatory time on a three (3) hours for one (1) basis, or payment on a cash basis for a four (4) hour minimum.

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 will call in the number of personnel necessary to maintain the minimum of seven (7) in fire suppression in Hamtramck.

ARTICLE 11

PENSIONS AND RETIREMENTS

Section 1 - Present Pensions

Current bargaining unit personnel shall be appropriately subject to and entitled to pensions and retirements as provided in the two (2) presently prevailing City Charter amendments. Any future Charter amendments shall be mutually discussed.

Section 2 - Military Buyback (Old Pension - Municipal)

Employees may purchase additional years of service credit for military duty. Any such years purchased, plus Department service time equaling 20 or more years, will enable said employee to full pension benefits. The employee contribution shall be 6% of annual base salary (excluding back pay awarded or to be awarded). If sufficient monies are available, it may be deducted from any lump sum payment due employees at the time of retirement at the option of the employee.

Section 3 - Pension Improvement (MERS)

(a) Bargaining unit members hired after January 1, 1970 shall be covered under PA 427 of 1984, formerly PA 135 of 1945, as amended, also known as the Michigan Municipal Employees Retirement System (MERS). The basic pension system and its amendments are hereby adopted by reference as though fully contained herein. (MCLA 38.1501, et seq.)

- (1) In addition to the basic MERS benefits, the following MERS benefit enhancements will apply:

Employees may purchase additional years of service credit for continuous active service in armed forces pursuant to Sec. 9 PA 427, 1984 (MCLA 38.1509). The employee contribution shall be 6% of annual earned salary for each year of service. If sufficient monies are available, the employee contribution may be deducted from any lump sum payment due the employee at the time of retirement, at the option of the employee.

(b) Employees who retire on or after June 30, 1986, shall receive, in addition to 3(a)(1) above, the following MERS benefit enhancements:

- (1) F50 - Full benefits when the member or vested former member has attained 50 years or older and has 25 years of service pursuant to Sec. 10 PA 427, 1984 (MCLA 38.1510).

(c) Employees who retire on or after July 1, 1991 shall receive, in addition to 3(a)(1) and 3(b)(1) above, the following MERS benefit enhancements:

- (1) B-2 benefit program retirement allowance pursuant to Sec. 16 PA 427, 1984 (MCLA 38.1516).

(d) Employees who retire on or after June 30, 1997, shall receive in addition to 3(a)(1) above, the following MERS benefit enhancements:

- (1) Full benefits when the member or vested former member has attained 25 years of service, regardless of age.

(e) Employees who retire on or after June 30, 1997 shall receive in addition to 3(a)(1) and 3(d)(1) above, the following MERS benefit enhancements:

- (1) B-4 benefit program retirement allowance pursuant to Section 16 PA 427, 1984 (MCLA 38.1516a).

- (f) Pension Moratorium

The parties agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiations, arbitration or court or administrative action, any provision relating to pension, unless mutually agreed to do so by the parties, until June 30, 1998.

ARTICLE 12

STRIKE PROHIBITION

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

ARTICLE 13

DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he/she shall have been furnished with a written statement of the charges and the reasons for such actions and all charges shall be void unless filed within five (5) days after the occurrence of the alleged violation. In any trial board proceeding, the employee shall have reasonable time to prepare for the defense against charges preferred and shall have the right to counsel and shall be afforded due process.

ARTICLE 14

GRIEVANCE AND ARBITRATION

Grievance Procedure

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 his/her 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 Step One not resolve the issue within three (3) days of Step One, it 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 Director of Public Safety shall be formally requested in writing supported by statement of the grievants involved and such meeting shall be held within a period of three (3) 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 Step Three, 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 15

SENIORITY

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 - Seniority Points in Promotional Tests

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.

Section 3 - Oral Tests

Civil service procedure for oral tests shall prevail with the exception that not more than twenty-five percent (25%) of any test score shall be attributable to an oral examination. Any person connected with the Hamtramck Civil Service may not participate with the Oral Interviewing Board.

Section 4 - Position Vacancies

The Civil Service shall maintain an eligibility list for vacancies within the Fire Department for a minimum of two (2) years for new hires. Subject to the approval of the Common Council, all vacancies shall be filled according to established eligibility lists within fifteen (15) days; if no eligibility lists exists, the same shall be established within sixty (60) days. In all personnel revisions, vacancies and assignments, preference shall be accorded certified employees whose names appear on seniority lists.

As a prerequisite for hiring, all Firefighters hired on or after October 1, 1986, must be certified Emergency Medical Technicians prior to their hire or prior to the completion of their probation. Said training to be at their own expense.

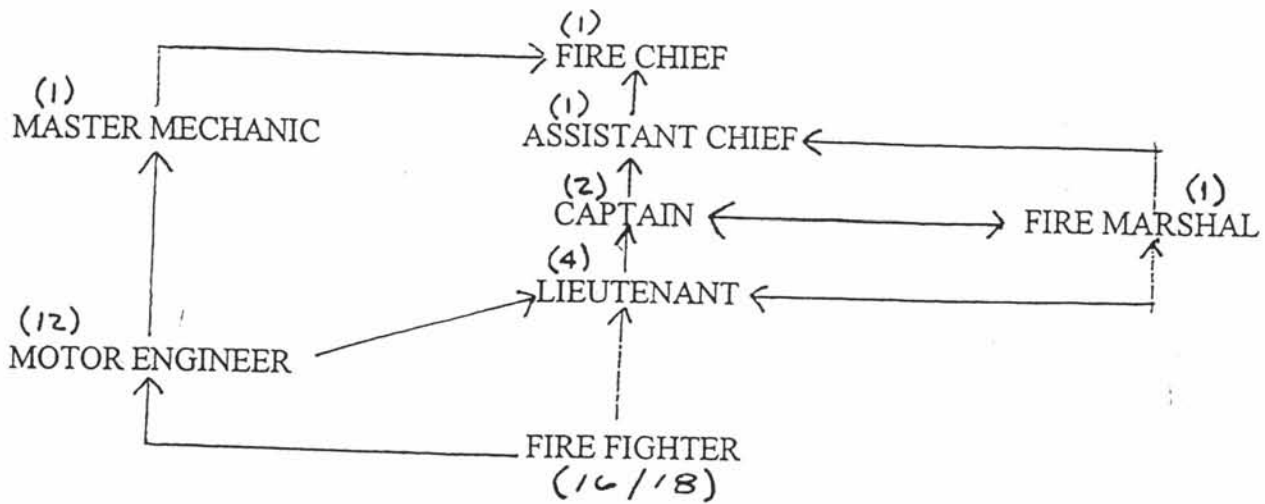
Firefighters currently employed by the City of Hamtramck who desire to be certified Emergency Medical Technicians and attend an accredited institution on the employee's own time,

shall, upon satisfactory completion of such classes, be reimbursed the amount of costs of tuition and books subject to the prior approval of the Chief or Director. This reimbursement shall include the attendance of any classes, provided said employee enrolls in said class on or before March 1, 1987.

Any current employee who shall attend an accredited institution to become an Emergency Medical Technician prior to March 1, 1987, 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.

Section 5 - Table of Organization

The following table of organization shall constitute the chain of command for the Hamtramck Fire Department:



ARTICLE 16

WORKING CONDITIONS

Section 1 - Pay for Acting Rank

Any member of the Fire Department who is assigned to perform all of the regular duties of a lieutenant by a superior shall receive \$12.50 per day (24 hours) for performing the duties of such higher rank for the entire period he/she is to be assigned. Effective January 1, 1999, the acting lieutenant pay shall be Twenty (\$20) Dollars per day. Any member of the Fire Department who is assigned to perform all of the regular duties of a motor engineer by a superior shall receive the sum of \$10.00 per day (24 hours) for performing the duties of such higher rank for the entire period he/she is to be assigned. Effective January 1, 1999, the acting motor engineer pay shall be Fifteen (\$15) Dollars per day.

Section 2 - Use of Private Vehicles

Any member shall not be compelled to use his/her privately owned vehicle for any purposes related to the functions of the Fire Department.

Section 3 - Reassignments Within the Department

The Director of Public Safety shall reassign personnel within the Department by utilizing those who are qualified for the new assignment. Reassignment shall be made only after consultation with the Fire Chief. Assignments to perform duties as an Emergency Medical Technician shall be strictly on a volunteer basis. A Firefighter who no longer desires to serve as an Emergency Medical Technician may resign from such duty upon providing the Chief of the Department ninety (90) days notice of such resignation. 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.

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 employee. In that regard, all equipment shall meet minimum safety standards.

(b) The City shall form an advisory Safety Committee consisting of the Fire Chief, a Firefighter, a Union representative and a City representative. The Safety Committee shall meet on the first Wednesday of each month to review, and update when necessary, safety equipment.

(c) The City shall immediately purchase helmets that are MIOSHA approved with a flip-down eye shield and purchase at least four (4) additional light weight Scott Air-Paks.

(d) **Minimum Manning:** Pursuant to past practice and the Chief's Order, the City shall maintain a minimum complement of seven (7) bargaining unit members from fire suppression including the fire suppression employee assigned to dispatch duties, on duty per shift at all times.

Further, the City shall seek to maintain a minimum of eight (8) bargaining unit members from fire suppression including the fire suppression employee assigned to dispatch duties, on duty per shift whenever possible.

- (e) The city agrees to assign at all times two (2) licensed EMTs to ambulance duties.

Section 6 - Added Incentive

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

Any employee who has attended or shall attend an accredited institution for the purpose of keeping an EMT license current or shall attend a State Department of 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.

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 covered under the terms of this Agreement shall have a telephone in their home. The telephone number must be provided to the head of the Fire Department and the employee's immediate supervisor.

The financial responsibility for maintaining such a telephone shall be solely that of the employees.

Section 9 - Promotions 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 ninety (90) days prior to retirement or that employee shall not be entitled to the pension benefits available to persons holding said higher rank.

Commencing on July 1, 2000, the following certification requirements are mandatory:

- (a) Fire Lieutenant and Acting Fire Lieutenant positions will be filled only by employees who obtain certification as Fire Officer 1 in the training program offered by the Michigan Firefighters Training Council.
- (b) Fire Captain and Fire Marshall positions shall be filled only by employees who obtain certification as Fire Officers 1 and 2 in the training program offered by the Michigan Firefighters Training Council.
- (c) Assistant Chief and higher ranking positions shall be filled only by employees who obtain certification as Fire Officers 1, 2 and 3 in the training program offered by the Michigan Firefighters Training Council.

Section 10 - Malpractice Insurance

The City shall provide a fully paid policy of medical malpractice insurance in the amount of One Million (\$1,000,000) Dollars per person per occurrence. 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 11 - Hold Harmless

The City of Hamtramck agrees to indemnify and save 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 course of or in the performance of their duties. Said indemnification shall be provided by a fully paid insurance policy or the City shall self insure in the amount of one million (\$1,000,000.00) dollars per person per occurrence and shall include, but not be limited to, attorneys' fees, investigation costs, settlements and/or judgments of any kind.

Section 12 - Drug/Alcohol Testing

The Substance Abuse Policy adopted by the parties during the prior contract and dated, November 19, 1991, shall continue as the policy of the City and the employees covered by this agreement concerning substance abuse unless otherwise modified by the mutual agreement of the parties.

ARTICLE 17

SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit.

In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative.

However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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, 1998 through June 30, 2001.

Section 2 - Future Negotiations

Not later than April 16, 2001, the parties will undertake negotiations for a new Agreement for a succeeding period.

Section 3 - Extension

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. Any additional benefits or increases in wages obtained as a result of negotiations after the expiration of this Agreement shall accrue from July 1, 2000.

IN WITNESS WHEREOF, the parties have hereto set their hands this 16th day of

April, A.D., 1999.

HAMTRAMCK FIREFIGHTERS
ASSOCIATION, LOCAL 750 of
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

CITY OF HAMTRAMCK
a Municipal Corporation
by Its Common Council

Paul Wilk

[Signature]

Mark Wiggles

[Signature]

Steven Pank

Philly J. Kat

Mark J. Sw. den

Michael L. Witkowski

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE 9, SECTION 7
LIMITED DUTY

The issue of Limited Duty (Article 9, Section 7) was discussed during the 1992 contract negotiations between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO. The parties agreed to maintain the status quo. The Union agreed to withdraw their proposal to change the language contained in Article 9 Section 7 based upon the City's agreement 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.

For the Union:

For the City:

_____/s/_____

_____/s/_____

Date: October 6, 1992

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE 9, SECTION 11
FUNERAL LEAVE

The issue of funeral leave for a death of an aunt or uncle of an employee's spouse (Article 9, Section 11) was discussed during the 1992 contract negotiations between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO. The parties agreed to maintain the status quo. The Union agreed to withdraw its proposal to amend the language contained in Article 9, Section 11 based upon the City's agreement to release employees on a funeral leave for the purpose of attending the funeral of an aunt or uncle of the employee's spouse either:

- a) for a maximum of four (4) hours if an overtime call-in is necessary to maintain the minimum manning complement; or
- b) for the entire shift if staffing levels are at eight (8) or more and no overtime call-in is necessary.

For the Union:

For the City:

_____/s/_____

_____/s/_____

Date: October 6, 1992

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE 16, SECTION 3
SUPER KELLY REASSIGNMENT

The issue of change of an employee's Super Kelly (Article 16, Section 3) was discussed during the 1992 contract negotiations between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO. The Union agreed to withdraw their proposal to amend the language contained in Article 16, Section 3 based upon the City's agreement that the City would at all times attempt to provide adequate notice and that the Employee has the option of declining the City's request for a change in the employee's Super Kelly.

For the Union:

For the City:

/s/

/s/

Date: October 6, 1992

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE 16, SECTION 5(d)
MINIMUM MANNING

The issue of minimum manning (Article 16, Section 5(d)) was discussed during the 1992 contract negotiations between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO. The parties agreed to maintain the status quo as follows:

- a) during all hours of darkness, when the temperature is less than 10 degrees Fahrenheit, the minimum manning complement shall consist of at least eight (8) fire suppression employees; and
- b) the daily minimum manning complement of seven (7) bargaining unit members from fire suppression on duty per shift shall include only one (1) fire suppression employee assigned to dispatch duties. Nothing in this agreement shall preclude the City from assigning additional employees to dispatch and/or limited duties, but said employees shall not be counted towards the minimum manning complement of seven (7) bargaining unit members from fire suppression.

For the Union:

For the City:

/s/

/s/

Date: October 6, 1992

MEMORANDUM OF UNDERSTANDING

RE: TRANSFER OF PRE-EXISTING PENSION PLAN INTO MERS

The issues of the transfer of the pre-existing pension plan currently being administered by the City to the Municipal Employees' Retirement System (MERS) was discussed during the 1992 contract negotiations between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO. The City agrees that the transfer will involve no reduction in benefit levels for the participants, active or retired, of the pre-existing pension plan. The City agrees that the current benefit levels of the pre-existing pension plan are as detailed in Chapter XIII of the City Charter. The City further agrees that, pursuant to the legislation (House Bill 5423 of 1992), MERS will act as administrator in providing benefits to the participants of the plan. The Union agrees to said transfer, as provided for in House Bill 5423, based upon the City's agreement that a pension or retirement allowance payable to a retirant or beneficiary under the pre-existing pension plan shall not be diminished or impaired by reason of said transfer.

For the Union:

For the City:

/s/

/s/

Date: October 6, 1992

MEMORANDUM OF UNDERSTANDING
Re: Physical Fitness

The issue of the establishment of a physical fitness program was discussed between the City of Hamtramck and the Hamtramck Fire Fighters Association, Local 750, IAFF, AFL-CIO, during the negotiations for a successor collective bargaining agreement with a term of July 1, 1995 through June 30, 1998. The parties agree to continue these negotiations during the term of the 1995-1998 collective bargaining agreement regarding the implementation of such a program.

FOR THE UNION:

Paul Wilk Jr.

James A. [unclear]

[unclear]

Dated:

7-19-96

John Powell

FOR THE CITY:

James V. Billancat

Paul J. [unclear]



City of Hamtramck

OFFICE OF THE CITY CLERK
3401 EVALINE STREET
HAMTRAMCK, MICHIGAN 48212

ETHEL FIDDLER
CITY CLERK

TELEPHONE (313) 876-7708

ROBERT J. CWIERTNIEWICZ
DEPUTY CITY CLERK

DATE: March 17, 1995

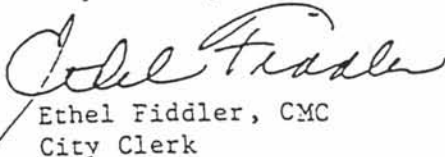
TO: James V. Bellanca Jr.
Bellanca, Beattie & Delisle
645 Griswold, Suite 1200
Detroit, Michigan 48226

RE: Amendment to Collective Bargaining Agreement-Fire

Dear Sir/Madam:

Enclosed herein is a certified copy of a resolution adopted by the Common Council with respect to the above captioned matter.

Respectfully,



Ethel Fiddler, CMC
City Clerk

Robert J. Cwierniewicz
Deputy City Clerk

EF/mjm

Enc.

cc: Gary Sitek, President Local 750
Michael Zebrowski, City Controller

Resolution by Councilmember Odrobina.

RESOLVED, That the Common Council do and it hereby does authorize the adoption of the attached agreement/amendment, regarding pensions and retirements, to the Collective Bargaining Agreement currently in effect between the Hamtramck Fire Fighters Local 750 and the City of Hamtramck.

Supported by Councilmember Witkowski.

Carried by the following vote:

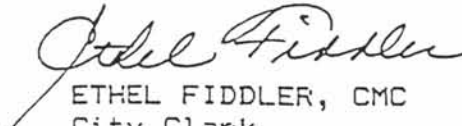
Yeas: Councilmember Zych, Witkowski, Odrobina, Orzechowski
and Rojek.

Nays: None.

Absent: None.

* * * * *

I HEREBY CERTIFY That the above and foregoing is a full, true and complete copy of a resolution adopted by the Common Council of the City of Hamtramck at a regular meeting held in the Council Chambers located at 3401 Evaline Street, in said City upon Thursday the 15th day of March, 1995, at ten o'clock a.m.


ETHEL FIDDLER, CMC
City Clerk

Agreement

This Agreement is entered into between the City of Hamtramck and the Hamtramck Fire Fighters Union, Local, 750 of the International Association of Fire Fighters, AFL-CIO to resolve a discrete pension issue and to settle Union grievance dated May 23, 1994, Health Insurance Coverage.

WHEREAS, the parties Collective Bargaining Agreement ("Contract") for the period July 1, 1992 though June 30, 1995, contains a pension moratorium under Article 11 Section 3(f), which among other things, prohibits the negotiation or amendment of the pension article without the mutual agreement of the parties until after June 30, 1998; and

WHEREAS, the Union sought the City's agreement to enter into negotiations to amend the pension provisions for the benefit of employees who are eligible to retire under the old municipal pension plan; and

WHEREAS, the Union filed the Health Insurance Coverage grievance based on the City's replacement of the traditional Blue Cross/Blue Shield health insurance coverage provided to Union members under Article 7 Section 7.

THEREFORE, in consideration of the mutual promises made herein, the parties mutually agree as follows:

1. Article 11 of the collective bargaining agreement dated July 1, 1992 through June 30, 1995 is hereby amended by the addition of the following Section 4:

(e) Assist Union members seeking the payment of health insurance claims.

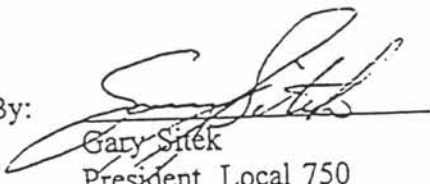
3. The Union agrees to adjourn without date the Health Insurance Coverage grievance against the City of Hamtramck period following execution of this Agreement. The Union agrees to dismiss the grievance following the appointment of the health insurance representative under the terms of paragraph 2.

Dated: March 16, 1995

IAFF, Local 750
Hamtramck Fire Fighters
Association

The City of Hamtramck

By:


Gary Sitek
President, Local 750

By:



LETTER OF AGREEMENT

WHEREAS, on or about March of 1991, the Common Council of the City of Hamtramck (the "City") consulted with individual members of the Hamtramck Fire Fighters Association (the "Union"), relative to wages, hours and terms and conditions of employment for the employees of the fire department of the City; and

WHEREAS, the City of Hamtramck did, by vote of its Common Council, pass a resolution creating a Second Assistant Chief's position and requiring employees of the fire department of the City to conduct billing for ambulance services rendered by the City, all of which are claimed by the Union to be terms and conditions of employment; and

WHEREAS, the Union on or about May 22, 1991 did file an unfair labor practice charge with the Michigan Employment Relations Commission (the "MERC"), Case No. C91-E-135, protesting the City's above-described change in terms and conditions of employment; and

WHEREAS, the City and the Union desire to settle the unfair labor practice;

THEREFORE, the Union and City do hereby agree as follows:

1. The City will forthwith withdraw from the fire department responsibility for ambulance billing, it being understood that such billing will be performed by an outside contractor; the City further agrees that it will not require ambulance billing to be done by the Fire Department without negotiations;

2. The City, its officers, agents, employees and those acting on their behalf, will not engage in the unilateral implementation of policies, procedures, practices and/or rules and regulations which are mandatory subjects of bargaining affecting the Hamtramck Fire Department;

3. The City agrees henceforth to negotiate mandatory and permissive subjects of bargaining affecting the Hamtramck Fire Department only with duly-designated and authorized representatives of the Union;

4. The Union will withdraw its MERC Case No. C91-E-135 and any related grievances;

5. Both the City and Union join in admonishing individual union members from engaging in negotiations with City officials without union authorization and outside the framework of the City and Union's collective bargaining relationship.

IT IS SO AGREED:

Donna V. Bellanca
FOR THE CITY

Jelkey Ross
FOR THE UNION

DATE Jan 6 1992

DATE Dec 12, 1991