

6/30/2000

LABOR AGREEMENT

between

CITY OF HAZEL PARK

and

THE HAZEL PARK FIRE FIGHTERS

July 1, 1996 through June 30, 2000

as

AFFILIATED WITH THE MICHIGAN STATE FIRE FIGHTERS UNION  
AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

*Hazel Park, City of*

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**HAZEL PARK FIRE FIGHTERS ASSOCIATION  
AGREEMENT WITH THE CITY OF HAZEL PARK**

This Agreement entered into this 5th day of Nov., 1997, between the City of Hazel Park, a Municipal Corporation, hereinafter referred to as the "City" or "Employer", and the Hazel Park Fire Fighters Union, Local 1414, affiliated with the Michigan State Fire Fighters Association and the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "Employee" or "Association", for the purpose of achieving efficiency and the promotion of harmonious relations between the parties.

**ARTICLE ONE  
RECOGNITION**

Section 1. Employees Covered. Pursuant to and in accordance with all the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Hazel Park does hereby recognize the Hazel Park Fire Fighters Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all uniformed Fire Fighters, excluding the Chief of the Department.

Section 2. Other Agreements. The Employer will not aid, promote, nor finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Hazel Park Fire Fighters Association.

**ARTICLE TWO  
UNION MEMBERSHIP**

Section 1. All Employees covered by this Agreement shall as a condition of continued employment on the latter of (1) the 121st day of employment by the City, or (2) the 31st day following the execution date of this Agreement either (a) be a member of the Union or (b) pay to the Union a monthly service charge in an amount equal to the monthly dues of the Union, the latter as a contribution to the administration of this Agreement.

Section 2. Failure to comply with the provisions of Article Two, Section 1, shall be considered as just cause for the discharge of the Employee.

**ARTICLE THREE  
PROBATIONARY PERIOD**

Section 1. The probationary period for Employees of the department covered by this Agreement shall be 12 months of

continuous employment from date of hire. During the probationary period, Employees may be terminated without cause and without recourse to the grievance procedures of this contract, without recourse to the provisions of Act 78 and without recourse to other such remedies provided by the City.

Section 2. Maintenance of the EMT license by Employees covered by this Agreement shall be a condition of continued employment, unless otherwise approved by the Fire Chief and City Manager. The City shall provide for the required training at no cost to the Employee.

#### **ARTICLE FOUR RESIDENCY**

Section 1. Members of the department hired after July 1, 1984, shall reside within the corporate limits of the City of Hazel Park as a condition of continued employment with the department. Such members shall establish their residence inside the City limits within six months of completion of their Probationary Period.

#### **ARTICLE FIVE UNION DUES**

Section 1. During the life of this Agreement, and to the extent permitted by the laws of the State of Michigan, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed an appropriate "Authorization for Deduction of Dues" form.

Section 2. Deductions shall only be made in accordance with the provisions of said "Authorization for Deduction of Dues" form.

Section 3. A properly executed copy of such "Authorization for Deduction of Dues" form for each Employee for whom the Union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" forms which are incomplete or in error will be returned to the Union by the Employer.

Section 4. Deductions for each calendar month shall be remitted to the Union with a listing of Employees for whom said deductions were made within thirty (30) days after date of deduction.

#### **ARTICLE SIX SERVICE CHARGE**

Section 1. Employees who elect pursuant to Article Five, Section 1, not to be a member of the Union may comply with Article Three, Section 1, by signing an appropriate "Authorization for Deduction of Service Charge" form. The Employer agrees to deduct

such a service charge from the pay of each Employee who executes an "Authorization for Deduction of Service Charge" form. Deductions shall be made only in accordance with the provisions of such "Authorization for Deduction of Service Charge" form and no such deductions shall be made unless and until a form has been delivered to the Employer. Any such forms which are incomplete or in error will be promptly returned to the Union or Employee depending upon which it came from for correction.

Section 2. Deductions for such calendar month shall be remitted to the Union, with a listing of Employees for whom said deductions were made, within thirty (30) days after date of deduction.

Section 3. The Employer shall not be liable to the Union by reason of the requirement in Articles Five and Six of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles Five and Six of this Agreement.

#### **ARTICLE SEVEN UNION ACTIVITIES**

Section 1. In general, Employees and their Association Representatives shall have the right to join the Fire Fighters Association and to engage in lawful concerted activities for the purpose of collective bargaining or their mutual aid and protection, or to express or communicate any view, grievance, complaints, or opinion as related to the conditions of compensation of public employment or their betterment, all free from any and all restraint, coercion, discrimination, or reprisal.

Section 2. Release Time. Officers and other representatives of the Union shall be afforded a reasonable time without loss of pay only to pursue enforcement of this Agreement by the processing of grievances, so long as the shift is not short of personnel.

Section 3. Bulletin Boards. The Union shall be provided a suitable bulletin board in the Fire Station for the posting of Union notices or other materials.

Section 4. Meetings. The Hazel Park Fire Fighters Association may schedule meetings on Fire Department property so far as such meetings are not destructive to the duties of the Employees or the efficient operation of the Department, provided said meetings are approved by the Fire Chief, subject to veto by the City Manager.

Section 5. The Hazel Park Fire Fighters Association shall be

represented in all negotiations by representatives of the Association who will be selected in accordance with the rules of the Association.

The Association will furnish the City the names of its authorized Representatives, members of its Grievance Committee, and such changes that may occur from time to time in such personnel so that the City, at all times, may be advised as to the authority of the individual representatives of the Association with which it may be dealing. The City will, in turn through its Administrative heads, keep the Association advised as to its Representatives any changes thereto.

Section 6. Under no circumstances during the term of this contract will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down, at any location or on property of the City or any curtailment of work or restriction or production or interference with the operations of the City, during the term of this Agreement. In the event of a work stoppage during the terms of this Contract, or other curtailment of Fire Fighters services, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until same has ceased.

Section 7. In the event of a work stoppage, or other curtailment during the term of this Agreement, the Union shall immediately instruct the involved Employees in writing that their conduct is in violation of the Contract and they shall instruct all persons to immediately cease the offending conduct.

Section 8. Employees who want to attend job related workshops or seminars during working hours may be allowed to do so at their own expense if the Fire Chief approves the time off. The workshops and seminars referred to above are optional; however, the choice will be given by seniority to those Employees desiring to attend. No one Employee shall be allowed, based on seniority, to attend all such seminars, schools and classes in a one (1) year period unless the opportunity has been afforded to other members of the Department and they have refused the opportunity. Approval of the Chief will be freely given if the shift affected is at maximum manpower.

#### **ARTICLE EIGHT ADMINISTRATIVE RESPONSIBILITIES**

Section 1. It is recognized that the Administration of the City, the control of its properties, and the maintenance of order and efficiency are solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly exclusive are: the right to set the number of locations or garages,

stations, etc., work to be performed within the unit, maintenance and repair, the amount of supervision necessary, machinery, equipment, tools, the methods of work, etc., except as may be otherwise limited by this Agreement.

Section 2. It is further recognized that it is the responsibility of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime that will be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth and the provisions of Public Act 78 of 1935 as amended; further, it is recognized that the City shall have the exclusive right to determine work schedules and the right to select materials and to purchase the non-fire fighting services of others, contract or otherwise.

Section 3. The Department will be organized and function on a three-platoon basis with six (6) men per Platoon. The manpower on each Platoon shall not be allowed to fall below five (5) men. Only one (1) man per Platoon will be allowed to be on leave at any one time. Lieutenants will perform fire prevention and arson investigation responsibilities.

Section 4. The City and the Union agree that the current schedule of days on and off within a three-platoon system shall be maintained.

Section 5. There will be no changes in wages, hours or working conditions during the life of this Agreement unless agreed to by the parties.

#### **ARTICLE NINE WORK RULES**

Section 1. The work rules presently in effect as of the date of this Agreement and not in conflict with this Agreement are adopted hereby and incorporated herewith. Changes in work rules shall be subject to negotiations between the parties. It is recognized that the City shall not send out the ambulance without two (2) men unless there is an emergency.

#### **ARTICLE TEN CIVIL SERVICE RULES**

Section 1. It is recognized that there is a Civil Service Commission that has been established in the City of Hazel Park pursuant to and in accordance with Act 78 of the Public Act of 1935, as amended. In conformity with the Act, the Commission has adopted certain rules and regulations. It is agreed that those rules not in conflict with this Agreement are hereby recognized.

**ARTICLE ELEVEN  
OFFICERS**

Section 1. When Officers are not in charge, they will be required to perform all daily routine duties except night watch, K.P., and fire hydrants.

Section 2. Any fire fighter who is required as a result of the absence of a Command Officer to be "in charge of the Station" for three (3) hours or more in any one shift, shall receive Lieutenant's pay for all time he is so charged with that responsibility. The status of "in charge of the Station" shall go to the most senior fire fighter on duty who elects to accept the position and its concomitant standard of performance. If a man refuses the position, he will not be eligible during the remainder of the Contract term.

Section 3. The rank of Fire Marshal is equivalent to Captain in pay and rank.

**ARTICLE TWELVE  
SENIORITY**

Section 1. Seniority shall be determined by the employee's length of service in the Department. Time spent in the Armed Forces on military leaves of absence and other authorized leaves and time lost because of duty-connected disabilities shall be included.

Section 2. An up-to-date seniority list showing the names, length of service dates, and Department rank shall be furnished the Association every six (6) months. A copy shall also be maintained by the Department for inspection by members.

Section 3. An employee shall lose his seniority right only for the following reasons:

1. He resigns.
2. He is dismissed and not reinstated.
3. For Fire Fighters - he is absent without leave for a period of two (2) consecutive working days or more. (Exceptions to this may be made by the City on the grounds of good cause for failure to appear.)  
For thirty-seven & one-half (37.5) hour Employees - he is absent without leave for a period of three (3) consecutive working days or more. (Exceptions to this may be made by the City on the grounds of good cause for failure to appear.)
4. He retires on regular service retirement.



Section 4. The choice of vacation leaves or furloughs shall be based on Department seniority.

Section 5. In the event it becomes necessary to reduce the number of Department employees, Departmental seniority shall govern layoffs and recalls. The Employee lowest on the seniority list shall be first laid off and the last to be recalled. Seniority shall be retained, but not accumulated, during layoffs and the seniority date shall be adjusted to account for the layoff.

### **ARTICLE THIRTEEN GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Association.

Section 2. The Fire Fighters Association shall appoint a Grievance Committee which shall consist of one (1) member of each platoon and the Vice-President of the Association and will furnish the City with the names of its authorized representatives and the members of its Grievance Committee and such changes as may occur from time to time in such personnel so that the City at all times may be advised as to the authority of the individual representatives of the Association with which it may be dealing. The City will, in return, through its Administrative Heads, keep the Association advised as to its representatives.

Section 3. Special Conferences. The special conferences for important matters will be arranged between the Association President and the Employer or its designated representative at the request of either party, provided that such attendance at the conferences shall not directly affect the operation of the Department. Such meeting shall be between at least two (2) representatives of the City and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up at Special Conferences shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for the time spent in such special conferences if they are scheduled to work at the time the conference is called.

Section 4. If any grievances, disputes or complaints arise over the interpretation or application of the contents of this Agreement or the supplements thereto, there shall be an earnest effort on the part of the parties to settle such through the following procedures:

Step 1. If the Employee feels he has a grievance, he may discuss the grievance with his immediate Supervisor or refer the grievance to the Grievance Committeeman who is a member of his platoon.

Step 2. If the matter is thereby not resolved, the Grievance Committeeman may discuss the matter with the Officer in Charge in an attempt to arrive at an adequate solution.

Step 3. If the grievance cannot be settled, the Grievance Committee member shall take it to the Union's Grievance Committee, which Committee must, within three (3) working days from the date of the event about which the grievance is subject, reduce the grievance to writing and submit said grievance to the Chief of the Department.

Step 4. The Chief of the Department shall then have seven (7) calendar days within which to file a written answer to the grievance. If agreement cannot be reached at the Chief of the Department's level, the grievance and the answer of the Department Chief, along with any other supplemental documents, shall be submitted to the City Manager.

Step 5. Within seven (7) calendar days from receiving such notice, the City Manager shall make a determination and reduce the same to writing, supplying copies of his answer to the Employee involved, the Association, and the Department.

Step 6. If the grievance is still unresolved after the response is due at Step 5, either party may appeal the grievance to final and binding arbitration by submitting within 30 days a letter to the other party demanding arbitration. Within seven (7) days) of the demand, the parties may attempt to mutually select an arbitrator. If a mutual selection is not made the party appealing to arbitration shall have the option of filing a demand for arbitration with the American Arbitration Association (AAA) or of filing a request for arbitration panel with the Federal Mediation and Conciliation Service. A list of seven (7) names shall be sought. The arbitrator shall be selected in accordance with the rules of the AAA except that with the FMCS list the arbitrator shall be selected by alternate striking until one name remains. The arbitration shall be conducted in accordance with the Voluntary Arbitration rules of the AAA. The cost of the arbitrator shall be split equally by the parties.

The grievance must be taken up properly and no grievance will be considered or discussed unless it is presented within the time limits presented above unless extension of those time limits are mutually agreed upon and provided further that if a response is not made within the time limits prescribed, such

failure to respond shall be considered a denial, thereby permitting appeal to the next step. This grievance procedure shall be followed, except that any Fire Fighter may, at any time, present a grievance directly to the Chief of the Department and have his grievance adjusted without intervention of the Grievance Committee, provided, however, that the adjustment is not inconsistent with the term of this collective Agreement or applicable law.

Section 5. The claim of any Employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance. The Employee shall have the option, after Step Five, of either electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Association, electing to proceed to arbitration under Step Six.

#### **ARTICLE FOURTEEN HOURS OF EMPLOYMENT**

Section 1. The work schedule of Employees shall be for the Fire Fighting Division as prescribed by Act 125, Public Acts of 1925, as amended, but shall be on a three-platoon system.

Section 2. The Standard Work Day shall be not more than 24 hours for Fire Fighters, Lieutenants and Captains. The Fire Marshal shall have a Standard Work Day of seven and one-half (7.5) hours.

Section 3. The Standard Work Week shall average 53 hours and shall not exceed 144 hours in the aggregate in a 19 day period for Fire Fighters and shall be in compliance with the Federal Fair Labor Standards Act.

Section 4. The Standard Work Week for the Fire Marshal shall be 37.5 hours, Monday through Friday.

#### **ARTICLE FIFTEEN TRADING OF DAYS**

Section 1. Trading of days being subject to the approval of the Chief, Employees will be permitted to voluntarily trade work or leave days. Time due shall be paid on demand of the member having the time coming. Trading of days will be allowed except if it is determined that the City will be affected financially by operation of law as it applies to overtime payment.

Section 2. Fill out the substitution request form completely. Both parties to sign form prior to initial change and again prior to repayment change. Substitution request to be signed by Unit Commander.

Section 3. All substitutes shall comply with the rules and

regulations of the Department.

Section 4. Substitution time from July 1st through May 31st of each Fiscal Year must be cleared by June 30th of that year. Substitution time from June 1st through June 30th must be cleared by June 30th of the following Fiscal Year.

Section 5. An Employee who is owed substitution time at the expiration time of the above Section 4, may request that he be paid for the time owed and the Accounting Department shall deduct the time owed from the Employee who owes the time and paid to the Employee who is owed the time.

Section 6. Any Employee leaving the Department due to resigning, retiring, or being dismissed is responsible as in Section 5 that all time be paid back in full.

Section 7. The Employee who authorizes to substitute for another Employee is fully responsible to see that he fulfills that substitution according to the Contract.

#### **ARTICLE SIXTEEN FILL-IN TIME**

Section 1. Fill-in time shall be defined as that time spent on duty by an Employee as a result of being called back to duty in the Fire Station as a result of the Department being shorthanded.

Section 2. Any time worked by an Employee under the provisions of this Article shall be compensated at straight time, unless the Employee qualifies for overtime.

#### **ARTICLE SEVENTEEN OVERTIME**

Section 1. When an individual works hours which have been scheduled six (6) or more calendar days in advance, he shall be paid at straight time unless overtime is required under the FLSA. Hours worked on other than the member's normal work day or beyond his regular shift, with less than six (6) calendar days notice, shall be paid at the rate of time and one-half.

Section 2. Overtime shall be paid at the rate of time and one-half (1.5) an Employee's hourly rate as defined under Article Thirty-Four, Section 2 and Section 3.

Section 3. Fire fighters shall be paid time and one-half (1.5) for all work in excess of an average of 53 hours in one week or 144 hours in a 19 day work period.

Section 4. For the Fire Marshal, time worked beyond 37.5 hours in any week shall be paid at time and one-half (1.5). The Fire

Marshal shall be paid time and one-half (1.5) for all work in excess of seven and one-half (7.5) hours in one (1) day and for work performed on Saturday, Sundays and holidays.

Section 5. Employees who are called in to duty during their off duty hours shall receive a minimum of two (2) hours for reporting. In the event that the emergency that the Employee was called in for requires less than two (2) hours to perform, the Employee shall be released by the Shift Commander at the completion of the work related to the emergency, but shall nevertheless be paid for two (2) hours. If prior to being released there is another emergency, the Employee shall not be entitled to additional call-in pay. If an Employee is called in to duty during his off-duty hours less than two (2) hours prior to his scheduled reporting time and the emergency requires him to remain until his regular scheduled reporting time, he shall receive credit for the actual time worked. If the service activity is completed prior to beginning of the Employee's scheduled reporting time, he shall be entitled to leave at the completion of the work but shall nevertheless be paid for the time between his call in and the beginning of his scheduled reporting time.

Section 6. During the term of this Agreement, both sides agree that if necessary, a new work schedule will be developed which will prevent a Fire Fighter from working overtime due to the operation of law.

Section 7. Whenever an Employee has been scheduled or notified to report for work, and is sent home due to no fault of his own, he shall receive two (2) hours pay or be provided with some type of work of a similar nature for two (2) hours.

Section 8. Employee who live outside a radius of five (5) miles of the City limit of the City of Hazel Park may not be called in for overtime for immediate emergencies. Employees who live outside a radius of five (5) miles of the City of Hazel Park, when called in, will not receive overtime until they officially report for duty.

Section 9. Time shall be granted in increments of 15 minutes for work beyond the termination time.

**ARTICLE EIGHTEEN  
VACATIONS**

Section 1. All Fire Fighting personnel shall be eligible for vacations with pay, excepting during the probationary period. Such vacations shall be arranged by the Senior Officer of each unit with the approval of the Chief of the Department and the choice of time will be granted by seniority.

Section 2. Members of the Fire Fighting Division shall receive a yearly vacation as follows:

<u>Consecutive Years of Service</u>	<u>Vacation Days</u>
Less than 1 year	0 days
1 - 2 years	3 days
3 years	4 days
4 - 5 years	5 days
6 - 9 years	9 days
10 or more years	10 days

Section 3. All Fire Fighting personnel with accrued vacation time may, with the approval of the Chief, take their vacation days in one day increments, provided this will not result in overtime.

Section 4. The Fire Marshal shall receive a yearly vacation as follows:

<u>Consecutive Years of Service</u>	<u>Vacation Days</u>
1 - 9 years	15 days
10 - 15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 or more years	25 days

Section 5. The Command Officer of each unit shall post a summer vacation schedule no later than April 15th of each year. The vacations during the prime summer months, that is June 15th to September 15th, will be picked by seniority. There will be no bumping from the schedule after May 15th. No member may take more than three (3) consecutive working days, unless there may be an opening in the schedule where it would not interfere with any other member's vacation pick. After May 15th, members may, by seniority, place their names on the summer schedule where vacancies occur for two (2) or one (1) day vacations. All personnel may take all the days to which they are entitled at any time during the remainder of the year so long as to not cause a shortage of personnel in the Department.

Section 6. All requests for vacations other than the prime vacation period, will require a two-week notice. This notice may

be waived at the discretion of the Officer in Charge.

Section 7. Vacation, Vacation-Sick time, and any other accumulated time can be accumulated for two (2) years if approved in advance by the City Manager. In no case shall said time be accumulated for more than two (2) calendar years.

#### **ARTICLE NINETEEN PERSONAL LEAVE DAYS**

Section 1. One (1) Personal Day will be granted during a Fiscal Year at a maximum of 24 hours for Fire Fighters and a maximum of two (2) seven and one-half (7.5) hour days for Fire Marshal.

Section 2. The Employee is required to give at least five (5) calendar days written notice of his desire to take a Personal Leave Day off. If the Employee is unable to give five (5) calendar days notice, this shall be taken into consideration in granting approval of this request.

Section 3. These Personal Leave Days will not be charged to Sick Time.

Section 4. These days can be used for any purpose, but cannot be tied, either before or after, into vacation or other leave time.

Section 5. Personal Leave Days must be taken off in the year that they are earned or they will be lost.

#### **ARTICLE TWENTY FUNERAL LEAVE**

Section 1. Employees will be granted a maximum of three (3) calendar days leave, without charge, to attend the funeral of their spouse, child, mother, father, sister, brother, parent-in-law, grandparent, grandparent-in-law, or relative in the Employee's household.

Section 2. Employees will be granted a maximum of five (5) calendar days leave, without charge, to attend the funeral of their spouse, child, mother, father, sister, brother, parent-in-law, grandparent, grandparent-in-law, or relative in the Employee's household if the funeral is being held outside of a three hundred (300) mile radius of the border of Hazel Park.

#### **ARTICLE TWENTY-ONE SICK LEAVE**

Section 1. Sick Leave with pay must be earned before it can be taken. No Employee shall be eligible for Sick Leave during his probationary period of employment except if recommended by the Chief and approved by the City Manager. A regular full-time

Employee may be allowed Sick Leave in the amount of 12 hours per month, totalling 144 hours per year. Fire Marshal to receive 7.5 hours per month, totalling 90 hours per year.

Section 2. Sick Leave shall be defined as an authorized absence from duty with pay by reason of the illness of the Employee or member of his immediate family or other justifiable absence in the judgement of the Chief and the City Manager. The immediate family will be: Employee's spouse, child, mother, father, sister, brother, parent-in-law, or other relative in the Employee's household. Absence from duty for such reasons, if duly granted by the City Manager upon the recommendation of the Chief, shall be considered and known as Sick Leave.

Section 3. The minimum time allowed for an Employee for Sick Leave shall be four (4) hours, except in those cases where an Employee is required to leave work as a result of sickness, and in such case, that time will be taken in one (1) hour increments.

Section 4. The amount of time to be allowed an Employee for Sick Leave shall, if not used during the year ended, be accumulated until the following totals are reached:

Fire Fighter -----	1200
(Hired prior to 7/1/87)	
Fire Fighter -----	1000
(Hired on or after 7/1/87)	
Fire Marshal -----	849
(Department Hire prior to 7/1/87)	
Fire Marshal -----	708
(Department Hire on or after 7/1/87)	

These totals shall be kept to the Employee's credit for future Sick leave with pay. After the accumulation of the appropriate total set forth above, an Employee may use one-half (1/2) of his sick time beyond the maximum hours for added vacation or receive one-half (1/2) pay. Fire Fighters hired prior to July 1, 1987, may continue to accumulate Sick Time until the maximum of 1,600 hours is reached. Sick Time and/or Vacation Time taken under this Section shall be charged at an hourly rate.

Section 5. As an additional option, after the accumulation of the appropriate total set forth in Section 4, an Employee may split his selection and use fifty per cent (50%) of one-half (1/2) of his Sick Time beyond the maximum hours for additional vacation and receive fifty per cent (50%) of one-half (1/2) in pay.

Section 6. An annual selection of the option for use of Sick Time shall be made by each Employee. This notification of the



option selected shall be communicated in writing to the City Manager on or before the 10th day of June of each year.

Section 7. Sick Leave shall be considered for all purposes as continuing service, but in the event of layoff, retirement, or voluntary resignation, one-half (1/2) of the unused accrued Sick Time (to a maximum of 1,200 or 1,600 hours for Fire Fighters and 849 for Fire Marshal, dependent upon the option chosen), shall be paid (in an amount not to exceed 600 or 800 hours for Fire Fighters and 424 hours for the Fire Marshal, dependent upon the option chosen). For Fire Fighters hired after 7/1/87, the amounts shall be 500 for Fire Fighters and 354 for Fire Marshal. However, no payment shall be made when an Employee is dismissed for just cause.

Section 8. A certificate from a licensed physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. After all Sick Leave is used, if the Employee so elects, Annual Leave may be used as Sick Leave and regular payments made therefore to the extent of the Annual Leave to which the Employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an Employee shall be discontinued until he returns to work.

Section 9. Sick Leave may not be granted in anticipation of future service. Recognized holidays falling within a period of Sick Leave should not be charged against accumulated Sick Leave. Sick Leave may be allowed in case of illness or injury occurring during a vacation period. Evidence of such incapacity from that first day must, however, be provided to the satisfaction of the City Manager.

Section 10. Additional Sick Leave shall be granted for each full year of service as herein defined of 37.5 hours for the Fire Prevention Personnel and 53 hours for Fire Fighters for prior service after the incorporation of Hazel Park as a City, and for each year of service after July 1, 1951, but not to exceed a total of 1,200 hours for Fire Fighters and 849 hours for Fire Prevention Personnel. Such Sick Leave shall be known as RESERVE Sick Leave and shall be granted on the basis of length of service free from any interruption. This RESERVE Sick Leave is to be in addition to, but not a part of CURRENT Sick Leave as herein otherwise provided. It is to be used only for long periods of illness of the Employee after all current Sick Leave has been used, and then by written request to the City Manager, who may grant or refuse same for substantial reasons.

Section 11. The Employee's hourly rate shall be determined as outlined under Article Thirty-Four, Section 2 and Section 3.

Section 12. Fire Fighters may take Vacation/Sick Time in twelve (12) or twenty-four (24) hour blocks only. Fire Marshal may take

Vacation/Sick Time in seven and one-half (7.5) hour blocks only.

Section 13. All time over the appropriate totals set forth in Section 4 has to be cleared annually. Employees are to have the option of Vacation/Sick Time or pay for odd hours over and above twelve (12) or twenty-four (24) hour Vacation/Sick Time blocks.

Section 14. When an Employee's position is changed from a fifty-three (53) hour work week to a thirty-seven and one-half (37.5) hour work week, his sick time will be converted by multiplying the number of hours accumulated as a fifty-three (53) hour employee by .7075. When an Employee's position is changed from a thirty-seven and one-half (37.5) hour work week to a fifty-three (53) hour work week, sick time will be converted by multiplying the number of hours, accumulated as a thirty-seven and one-half (37.5) hour employee by 1.4133.

## **ARTICLE TWENTY-TWO WORKER'S COMPENSATION**

Section 1. Provisions of the Worker's Compensation Act in the State of Michigan shall apply to all accidents and injuries of the Employee in the line of duty.

Section 2. In case of injury to a regular full-time Employee during the performance of his regular duties, resulting in temporary physical disability to the extent that he is unable to resume his regular duties, he shall be entitled to his regular pay.

The first seven (7) days of such absence shall be paid by the City, but shall not be charged against the Employee's accrued Sick Time. After the first seven (7) days, the Employee will continue to receive his regular pay but the difference between Worker's compensation and his regular pay shall be charged against his accrued Sick Time upon the expiration of which the City shall terminate full pay; however, the Employee may be eligible for extended duty-related disability coverage as defined in subsequent sections. Upon his return to full-time employment, the amount of Sick Time which has been charged against the Employee during his absence shall be restored to his credit provided that the Employee can justify by the statement of a competent physician the fact that his absence was due solely to a job-connected injury, and provided further, that in the event of an alleged recurrence of the disability once having returned to full-time employment, said competent physician will provide a statement that the recurrence of the disability is due solely to the original job-connected injury and the Employee will be entitled only that portion of the Sick Leave days which were not used during the first absence.

Section 3. Extended duty-related disability coverage shall provide an eligible Employee with 75% of his base salary for a maximum of six (6) calendar months calculated from the date when

the Employee had exhausted benefits provided under Section 2 above, all sources shall be taken into account.

Section 4. Eligibility for extended disability benefits shall depend upon a clear showing by competent medical evidence that such extended disability leave is necessary.

The burden shall be on the Employee to request extended benefits and to provide the medical evidence to justify the granting of such request. In the event the City and the Employee do not agree, based upon the medical evidence presented by the Employee, the City may require the Employee to be examined by a physician of its choice and his findings and opinion shall be entitled to equal weight.

Section 5. Furthermore, in the event of recurrence of the same disability, the Employee is entitled only to the balance of extended duty-related disability, if less than six (6) calendar months were used during the first absence.

Section 6. Employee will be entitled to compensation insurance during the periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation. Any compensation insurance due an Employee of the City under the provisions of the City's Compensation Insurance Policy during the convalescence period in which he is being paid his regular compensation, or 75% of the same by the City, shall be endorsed and paid to the City Treasurer and will be credited and be paid to the City.

#### **ARTICLE TWENTY-THREE HOSPITALIZATION**

Section 1. The City of Hazel Park will provide Blue Preferred Provider (PPO) coverage for all full-time Employees and their families for as long as the Employee remains on the payroll. Blue Cross defines the family to include the Employee, the Employee's spouse, and children through the calendar year in which they reach their nineteenth (19th) birthday.

Section 2. Employees may at their option and at their own expense, provide protection for other dependents such as: parents, blood relatives, members of their household and for children over the age of nineteen (19).

Section 3. For all employees hired prior to July 1, 1997:

1. Prescription card - \$5.00 deductible
2. Master Medical \$50 - \$100 deductible with 90/10% co-insurance

3. At retirement employee has choice of PPO or traditional Blue Cross coverage.

For all Employees hired on or after July 1, 1997:

1. Prescription card - \$5.00 deductible
2. Master Medical - \$100/200 deductible, with an 80/20% co-insurance.
3. Whatever health insurance (type, option, co-pay and deductibles) an employee has at retirement, carries into retirement.

Section 4. Blue Cross/Blue Shield Traditional Insurance or PPO, as above provided, shall be provided to all retirees and their widows at the retiree's option. While the Preferred Provider Program will not be required of members of this bargaining unit who retire, it is an option which is available to members of this bargaining unit who retire, prior to Medicare eligibility, if available from Blue Cross. Employees hired after July 1, 1997 will be provided the same insurance they have at the time of retirement.

Blue Preferred (PPO): Comprehensive hospital, D45NM, CC/CLC, PSG-1, ML, Trust-15, Plus-15, Sat-2, SOT-PE, GLE-1, Master Medical Option IV, MMC-POV, \$5.00 Prescription Drugs co-pay, DC, FAE-RC, RM.

Section 5. For all employees (current and new):

1. Index percentage of health care costs at retirement based upon number of years of service:
  - a. 10-14 years of service - Employee share 75%
  - b. 15-19 years of service - 50%
  - c. 20-24 years of service - 25%
  - d. 25 and over - employee pays \$0.00
2. Military time will be considered for service credit in determining the indexing.
3. Upon reaching the age of Medicare eligibility, the Employee must sign up for Medicare Part "B" and will be transferred to the City's Medicare retirement plan.

Section 6. Employee may, at their option, take \$2,000 per year in exchange for waiving entitlement to health insurance because they have other coverage.

1. Employee must show proof that insurance is provided elsewhere. This proof will be required to be shown before each \$1,000 payment is disbursed.

2. Employee will be paid \$1,000 by December 31st and \$1,000 by June 30th. The payment will be for the preceding six month period. If an employee terminates service with the City, the Employee will be paid a pro-rata portion of the \$1,000.
3. If the Employee's other coverage is through a spouse and that spouse loses their coverage, the Employee must notify the city in writing within 30 days of spouse's termination.
  - a. Upon such notification, the Employee will be allowed to rejoin the City's coverage on the first day of the succeeding month that written notice was given to the City.
  - b. Failure to notify within the 30 days will result in the Employee being required to wait until the next open enrollment period.
4. These payments will be treated as regular compensation, and will not be subject to pension and hence not included in final average compensation or as part of wages subject to longevity.
5. This \$2,000 payment, if applicable, will be adjusted by the Employee share index noted under the pension benefit article of this contract. If a retiree is subject to the 50% index, then the \$2,000 payment will also be indexed by the 50% (i.e., \$1,000 instead of \$2,000).
6. If the Retiree/Employee has coverage through another provider and wishes to return to the City's coverage, the Employee must wait until the next open enrollment period.

Section 7. There will be no negotiations in regards to this article until July 1, 2002.

**ARTICLE TWENTY-FOUR  
DENTAL COVERAGE**

Section 1. During the terms of this Agreement, the City of Hazel Park will provide Dental Care Coverage under the Prudential DMO Dental (or equal) payment plan for all full-time Employees and their families for so long as the Employee remains on the payroll. The Prudential Dental plan shall include the following schedule of services for out of network coverage:

Class I	-	100% Preventative
Class II	-	80% Basic Benefits
Class III	-	60% Major Benefits
Class IV	-	50% Orthodontic Benefits

One thousand dollars (\$1,000) shall be the maximum combined Class I, Class II and Class III benefit per member per contract year. One thousand dollars (\$1,000) shall be the lifetime maximum Class IV benefit per member.

Section 2. The City contribution for this coverage will be 100% of the cost of such coverage.

#### **ARTICLE TWENTY-FIVE OPTICAL COVERAGE**

Section 1. The City of Hazel Park shall provide Optical Care Coverage under the Co-Op Optical No Co-Payment Plan for all full-time Employees and their families for as long as the Employee remains on the payroll. The City will assume 100% of the cost of this coverage. The benefits are as follows:

- a. Annual Eye Exams
- b. Annual Lenses and frames (up to \$38.00)
- c. Lenses, either glass (rose indoor tint #1 or #2) or plastic (any single color to 30%)
- d. Bifocals through a D-35, Trifocal up to X28
- e. Kryptok, Lenticular (not covered by medical insurance - prism, if required)
- f. Contact allowance - \$90.00 toward examination and contact lenses

#### **ARTICLE TWENTY-SIX SELF-FUNDING**

Section 1. It is agreed that the City has the option to change from the existing hospitalization, dental and optical plans to self-funded plans or other plans if the coverage is comparable or better. The Union shall be given the opportunity to study, meet and consent upon any sick plan prior to implementation.

#### **ARTICLE TWENTY-SEVEN LIFE INSURANCE**

Section 1. Employees are entitled to a \$40,000 accidental death and dismemberment policy. The City will pay 100% of the premium cost for the above. The insurance shall continue as long as the Fire Fighter remains on the payroll.

**ARTICLE TWENTY-EIGHT  
UNIFORM ALLOWANCE**

Section 1. Effective July 28, 1997, all members (except the Fire Marshal) shall be entitled to a \$300 annual uniform allowance payable in semi-annual intervals (second payroll after December 31st and June 30th). The uniform allowance will cover (but not be limited to) the following expenses:

1. Pants
2. Shirts
3. Jackets
4. Belt
5. Name Plate

Uniforms shall consist of the items negotiated by the parties as set forth in the Interdepartmental Communication dated July 10, 1987, which is attached as Appendix A to this Agreement.

Section 2. The Fire Marshal shall be entitled to an annual uniform allowance of seven hundred (\$700.00) dollars.

Section 3. Uniform allowances will be pro-rated in the first and last years of employment with the City. This compensation will not be subject to pension, not included in average final compensation and not part of wages subject to longevity.

Section 4. Employees will be responsible for all repairs, mends and replacements to articles of clothing. Under no circumstance will the City be liable to pay more than the \$300 allowance. Employees shall provide shoes and socks at their cost.

Section 5. Employees must start each day with a clean, fresh uniform.

Section 6. The first uniform allowance (payable for period ending December, 1997) will be \$125. All remaining allowance payments will be \$150 semi annually.

**ARTICLE TWENTY-NINE  
FOOD ALLOWANCE**

Section 1. Effective July 28, 1997, Fire Fighters shall be entitled to seven hundred dollars (\$700.00) annually.

Section 2. The entire allowance must be used for food and cannot be used for any other purchase/disbursement. This amount will be pro-rated for the first and last years of each employee's employment. Increase is not retroactive.

Section 3. This amount is to be administered in a lump sum by the Command Officer on each unit.

**ARTICLE THIRTY  
EDUCATIONAL BENEFITS**

Section 1. If a Fire Fighter pursues a course of study in the Science of Fire Fighting as described in this Article at an accredited school, said Fire Fighter will receive four hundred and fifty dollars (\$450.00) pay increment upon receipt of a two year Associates Degree in Fire Science. Increment to be pro-rated into base salary and paid with regular pay.

Section 2. All courses taken in the pursuit of the Associates Degree must be approved by the Fire Chief and the City Manager, on forms provided by the Department. Fire Fighter must have worked for the City a minimum of one (1) year before he can begin taking classes and expect reimbursement for any course that he has taken.

Section 3. Current transcripts must be furnished to the City by all Employees every year.

Section 4. After successfully attaining the Associates Degree in Science of Fire Fighting at an accredited school, the City will reimburse said Fire Fighter for tuition based on the following schedule:

1. Grade of "C"- reimbursement of 50%  
(up to maximum of \$50.00 per credit hour)
2. Grade of "B"- reimbursement of 75%  
(up to maximum of \$75.00 per credit hour)
3. Grade of "A" - reimbursement of 100%  
(up to maximum of \$100.00 per credit hour)
  - a. Employee must receive a "C" or better grade in order to qualify for reimbursement.
  - b. Reimbursement will be made upon employer receiving detailed receipts of the expenses and upon presentation of transcripts/report card demonstrating a "C" or better grade.
  - c. This will be regular compensation, not subject to pension (and hence not included in average final compensation) and not part of wages subject to longevity.
  - d. Payment will be made for books and tuition only. No registration, athletic, participation fees, etc., will be covered under this program.

Section 5. The City will not pay for any class work which has not been approved in advance and for those classes for which a



minimum mark of "C" has not been attained.

**ARTICLE THIRTY-ONE  
COURT PAY - OFF-DUTY HOURS**

Section 1. Fire Fighters subpoenaed into Court during their off-duty hours will be compensated at a minimum of two (2) hours at one and one-half (1.5) times their normal hourly rate, where Court duty is directly related to an occurrence while on duty.

Section 2. The Employee's hourly rate shall be determined as outlined under Article Thirty-Four, Compensation, Section 2 and Section 3.

Section 3. Fire Fighters are required to apply for witness fees and to turn same in to the City when received. The amount of the witness fees shall be set off against the amount of compensation as listed in Sections 1 and 2 above.

Section 4. Personnel subpoenaed to Court or required to appear for reasons arising out of their employment shall be reimbursed, if required to use their personal vehicle, at the current standard IRS mileage rate from Fire Station to Fire Station, and be provided six dollars (\$6.00) for one (1) meal per day.

**ARTICLE THIRTY-TWO  
HOLIDAYS AND HOLIDAY PAY**

Section 1. Employees shall be paid for the following full day holidays (as noted on each year's legal calendar):

Independence Day	Employee's Birthday
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	Martin Luther King Jr. Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Easter
Memorial Day	

Section 2. Holidays are to be observed as listed on the legal calendar with regard to regular scheduled work. Employee's birthday will be paid on the first pay in August of each year, regardless of the actual date of birth.

Section 3. All Holiday Pay is to be on a per diem basis. Employees hired after July 1, 1984 shall receive payment in the pay period in which the holiday falls and payment shall be according to the following schedule except that employed Fire Fighters hired before July 1, 1984, shall receive holiday pay at the 5th year level:

NOTE: PLEASE SEE SALARY SCHEDULE FOR PER DIEM HOLIDAY PAY SCHEDULE

**ARTICLE THIRTY-THREE  
LONGEVITY PAY**

**Section 1.** All non-resident Employees covered by this Agreement who have completed five (5) or more years of continuous service (Employees who have quit and rehired will have longevity based on date of rehire), on a full-time basis as of December 1st of any calendar year shall be paid by December 7th, longevity pay according to the following schedule:

5 years but less than 10 years -	2% of Base Salary, Overtime & Holiday Pay
10 years but less than 15 years -	4% of Base Salary, Overtime & Holiday Pay
15 years but less than 20 years -	6% of Base Salary, Overtime & Holiday Pay
20 years but less than 25 years -	8% of Base Salary, Overtime & Holiday Pay
25 years and over -	10% of Base Salary, Overtime & Holiday Pay

**Section 2.** All resident Employees covered by this Agreement who have completed five (5) or more years of continuous service (Employees who have quit and rehired will have longevity based on the date of rehire), on a full-time basis as of December 1st of any calendar year shall be paid by December 15th, longevity pay according to the following schedule:

**Employees hired before July 1, 1987:**

5 years but less than 10 years -	3% of Base Salary, Overtime & Holiday Pay
10 years but less than 15 years -	5% of Base Salary, Overtime & Holiday Pay
15 years but less than 20 years -	7% of Base Salary, Overtime & Holiday Pay
20 years but less than 25 years -	9% of Base Salary, Overtime & Holiday Pay
25 years and over -	11% of Base Salary, Overtime & Holiday Pay

**Employees hired on or after July 1, 1987:**

5 years but less than 10 years -	3% of Base Salary, Overtime & Holiday Pay
10 years but less than 15 years -	5% of Base Salary, Overtime & Holiday Pay
15 years but less than 20 years -	7% of Base Salary, Overtime & Holiday Pay
20 years and over -	9% of Base Salary, Overtime & Holiday Pay

These rates already include any Ordinance #533 monies.

Section 3. Longevity shall be determined and payable as of December 1st of each calendar year according to the Employee's starting date as determined by the City records. Longevity pay will be paid pro-rated for the number of months from the Employee's last anniversary date to the date of payment.

Section 4. The City resident schedule shall apply only when the Employee is a resident of the City of Hazel Park on December 1st. There will be no pro-ration when an Employee was a City resident for part of the year, but no longer resides in Hazel Park on December 1st.

**ARTICLE THIRTY-FOUR  
COMPENSATION**

Section 1. There will be twenty-six (26) pays per annum, one (1) every two (2) weeks.

Section 2. The number of hours and days used for computing hourly rates for Fire Fighters and Fire Marshal is as follows:

Fire Fighters

1996-1997	2,766.6 hours	261 days
1997-1998	2,766.6 hours	261 days
1998-1999	2,766.6 hours	261 days
1999-2000	2,777.2 hours	262 days

Fire Marshal

1996-1997	2,766.6 hours	261 days
1997-1998	2,766.6 hours	261 days
1998-1999	2,766.6 hours	261 days
1999-2000	2,777.2 hours	262 days

Section 3. The hourly rate for persons covered by this Agreement shall be computed by dividing the Employee's salary by the number of hours set forth in Section 2 above for each of the specified period of time. The hourly rate of pay shall be used for paying fill-in Time, Overtime, accumulated Sick Leave and Court pay as specified according to the terms of this contract.

**ARTICLE THIRTY-FIVE  
SALARY SCHEDULE**

Section 1. Employees covered by this Agreement shall be paid on a salary basis.

Section 2. Base salaries for all employees are set forth below:

**SEE ATTACHED SALARY SCHEDULE.**

**FIREFIGHTER'S UNION**

**SALARY &  
PER DEIM SCHEDULE FOR 7/1/96 - 6/30/97** 3.50%  
 DAYS = 261 HOURS = 2,766.6

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Firefighter	26,337 101	27,359 105	29,888 115	32,669 126	41,678 160
Lieutenant	46,250 178				
Captain & Fire Marshall	51,326 197				

**SALARY &  
PER DEIM SCHEDULE FOR 7/1/97 - 6/30/98** 3.50%  
 (ANNUALIZED)  
 DAYS = 261 HOURS = 2,766.6

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Firefighter	27,259 105	28,317 109	30,934 119	33,812 130	43,137 166
Lieutenant	47,869 184				
Captain & Fire Marshall	53,122 204				

**SALARY &  
PER DEIM SCHEDULE FOR 7/1/98 - 6/30/99** 3.00%  
 (ANNUALIZED)  
 DAYS = 261 HOURS = 2,766.6

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Firefighter	28,077 108	29,167 112	31,862 123	34,826 134	44,431 171
Lieutenant	49,305 189				
Captain & Fire Marshall	54,716 210				

**FIREFIGHTER'S UNION**

**SALARY &  
PER DEIM SCHEDULE FOR 7/1/99 - 12/31/99  
(ANNUALIZED)**

2.00%

DAYS = 262 HOURS = 2,777.2

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Firefighter	28,639 110	29,750 114	32,499 125	35,523 136	45,320 173
Lieutenant	50,291 192				
Captain & Fire Marshall	55,810 214				

**SALARY &  
PER DEIM SCHEDULE FOR 1/1/2000 - 6/30/2000  
(ANNUALIZED)**

2.00%

DAYS = 262 HOURS = 2,777.2

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Firefighter	29,212 112	30,345 116	33,149 127	36,233 139	46,226 177
Lieutenant	51,297 196				
Captain & Fire Marshall	56,926 218				

Section 3. Retro pays will be calculated as done in the past, except as follows:

1. Employees affected by the starting pay change will be adjusted as if the starting pay was \$26,337 and will receive their retro pay based upon the \$26,337. These employees will not receive a 3.5% increase on their retro pay.
2. Employees previously under the "old" four year rate (\$34,639 at June 30, 1996) will be paid their retro based upon that rate, not on the new four year rate (\$41,678).

**ARTICLE THIRTY-SIX  
COST OF LIVING**

There will be no cost of living effective July 1, 1996. \$100.00 will be rolled into base pay and is included in the salary schedule presented in this contract.

**ARTICLE THIRTY-SEVEN  
RETIREMENT PLAN MODIFICATIONS**

Section 1. Section 2.80.170 of the Hazel Park Municipal Code which was amended as of October 1, 1979, will be continued as follows:

Straight Life Pension, Section 17 to be changed to reflect straight life pension equal to 2.8% of final average compensation times all years of service. Maximum pension would be limited to 75.0% of final average compensation.

Section 2. Section 2.80.200 of the Hazel Park Municipal Code which was amended as of May 1, 1980, will be continued as follows:

Option under Section 20 to be changed to provide survivor's option to a maximum of 75% of the retiree's pension by a reduction of the retiree's pension of 5%.

Section 3. A new Section to be known as Fire Department Employees Annuited Pension Withdrawal shall be added to the Hazel Park Municipal Code, providing as follows:

ANNUITY WITHDRAWAL: Any member employed by the Fire Department who retires on or after July 1, 1985, may elect or receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the reserve for Member contributions at the effective date of his retirement. A member employed by the Fire Department terminating City employment with a pension payable pursuant to the Retirement System

Ordinance may elect to receive a refund of all or part of his accumulated contributions on his effective date of benefit commencement. Provided, however, that any member employed by the Fire Department withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring Fire Department member's Straight Life pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table specified by the Board for use in optional benefit determinations and the interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

The City will allow at least three (3) members of the Fire Department to make this election during any Fiscal Year.

Section 4. Effective as of the date of the execution of this contract, Section 2.80.110 at Option B, Option C and Option D shall be amended to read as follows:

Option B - 100% Joint and Survivor: A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 100% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Fire members retiring after July 1, 1987, if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option C - 50% Joint and Survivor: A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 50% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Fire members retiring after July 1, 1987, if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option D - 75% Joint and Survivor: A Retirant who was a Police or Fire Employee Member may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 75% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall equal 95% of the retirement income provided by 2.80.064, payable as a straight life pension. For Fire members retiring after July 1, 1987, if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Section 5. Effective as of the date of the signing of this Agreement, Section 2.80.080 is hereby amended by adding a new subsection (.083) to read as follows:

2.80.083 Duty Death Pension: A member who is a fire employee member who dies while in the employ of the City, whose death is found to be the natural and proximate result of a personal injury or disease arising out of and in the course of the member's duties as an employee of the City, regardless of the number of years of credited service earned by the member as of the date of death, shall have paid to his surviving spouse a monthly retirement income. The amount of the retirement income shall be computed in accordance with 2.80.064 based upon (1) his rank at death and (2) the years of Credited Service which shall equal the number of years, including any fraction of a year, of Credited Service he has acquired by the date of death plus, the number of years, including any fraction of a year, from the date of death until the member would have reached age 55.

Section 6. Effective July 30, 1997, Employee contributions shall be at the rate of 7.57% of payroll for the next 30 years, after which time the contribution rate will change to 6.85%.

Section 7. An Employee shall be eligible to retire with full retirement benefits upon completion of twenty-five (25) years of service with the Department.

Section 8. Upon retirement from within the Fire Fighting Division accumulated sick time up to two hundred and seventy-one (271) hours shall be converted and paid as salary at the rate of one hundred per cent (100%) and shall be covered for the purpose of final average compensation.

Section 9. Upon retirement from the Fire Marshal Division, accumulated sick time, up to one hundred ninety-two (192) hours shall be converted and paid as salary at the rate of one hundred per cent (100%) and shall be counted for the purpose of final average compensation.



Section 10. Except to the extent they are inconsistent with specific provisions of this Agreement, the retirement and pension provisions of the Hazel Park Municipal Code and City Charter are incorporated herein by reference.

Section 11. There will be no negotiation in regards to this article until July 1, 2002.

**ARTICLE THIRTY-EIGHT  
MUTUAL AID**

Section 1. Future Mutual Aid Pacts:

The City agrees to meet with the Association before entering into any future mutual aid pacts for the purpose of discussing and evaluating the provisions of such proposed pacts.

Section 2. Present Mutual Aid Pacts:

The City agrees to meet with the Association before changing existing mutual aid pacts.

Section 3. Fulfillment of Responsibilities:

In the event that it appears that a participating city is unable to fulfill its responsibilities under a mutual aid pact, the City agrees to meet with the Association to discuss the problem.

**ARTICLE THIRTY-NINE  
DEFENSE AND INDEMNIFICATION**

Section 1. All Fire Department employees shall be covered by liability insurance while in the course of their duties in an amount which is sufficient to cover reasonable anticipated civil damages. When a Fire Department employee needs legal assistance as a result of actions taken within the scope of his authority and employment, he shall have the right to request and receive such assistance from the City. In such a case, the City shall provide legal counsel for the purpose of advise and representation, shall provide for the payment of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage.

**ARTICLE FORTY  
HEALTH AND SAFETY**

Section 1. The City shall pay the cost for Hepatitis B shots for all employees who desire the same. The decision to get these shots shall be entirely that of the Employee. The City will also pay the cost of TB and HIV testing.

**ARTICLE FORTY-ONE  
PROMOTIONS**

Section 1. The current method of computing scores in compiling

a promotional list shall be continued except that the written examination and seniority shall be weighted 50/50. There shall be no oral examinations. The written examination shall be as provided by the Michigan Municipal League unless otherwise agreed between the City and the Union.

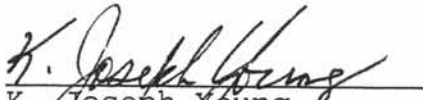
**ARTICLE FORTY-TWO  
TERMS OF AGREEMENT**

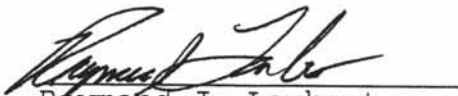
Section 1. This Agreement shall be in effect from the 1st day of July, 1996, and shall remain in full force and effect up to and including the 30th day of June, 2000.

Section 2. In the event negotiations extend beyond the expiration date of this Agreement, Article Thirteen (Grievance Procedure) and Article Eight, Section Three, and the just cause provision of Article Eight, Section Two, shall remain in effect. The remaining terms and provisions of this Agreement may, by mutual consent, remain in full force and effect pending agreement upon a new contract.

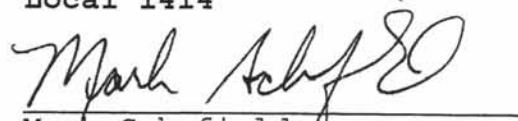
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first written above.

**CITY OF HAZEL PARK**  
A Municipal Corporation


  
K. Joseph Young  
City Manager

  
Raymond J. Lambert  
Finance Director

**HAZEL PARK FIRE FIGHTERS**  
Local 1414

  
Mark Schofield  
President

  
Mark A. Karschnia  
Vice President

  
Kenneth G. McIlvride  
Secretary

  
Lorne J. Farrell  
Treasurer

DATE: Nov. 5, 1997

firefighter/pr  
10/24/97