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LABOR AGREEMENT

between

CITY OF HAZEL PARK

and

THE HAZEL PARK FIRE FIGHTERS

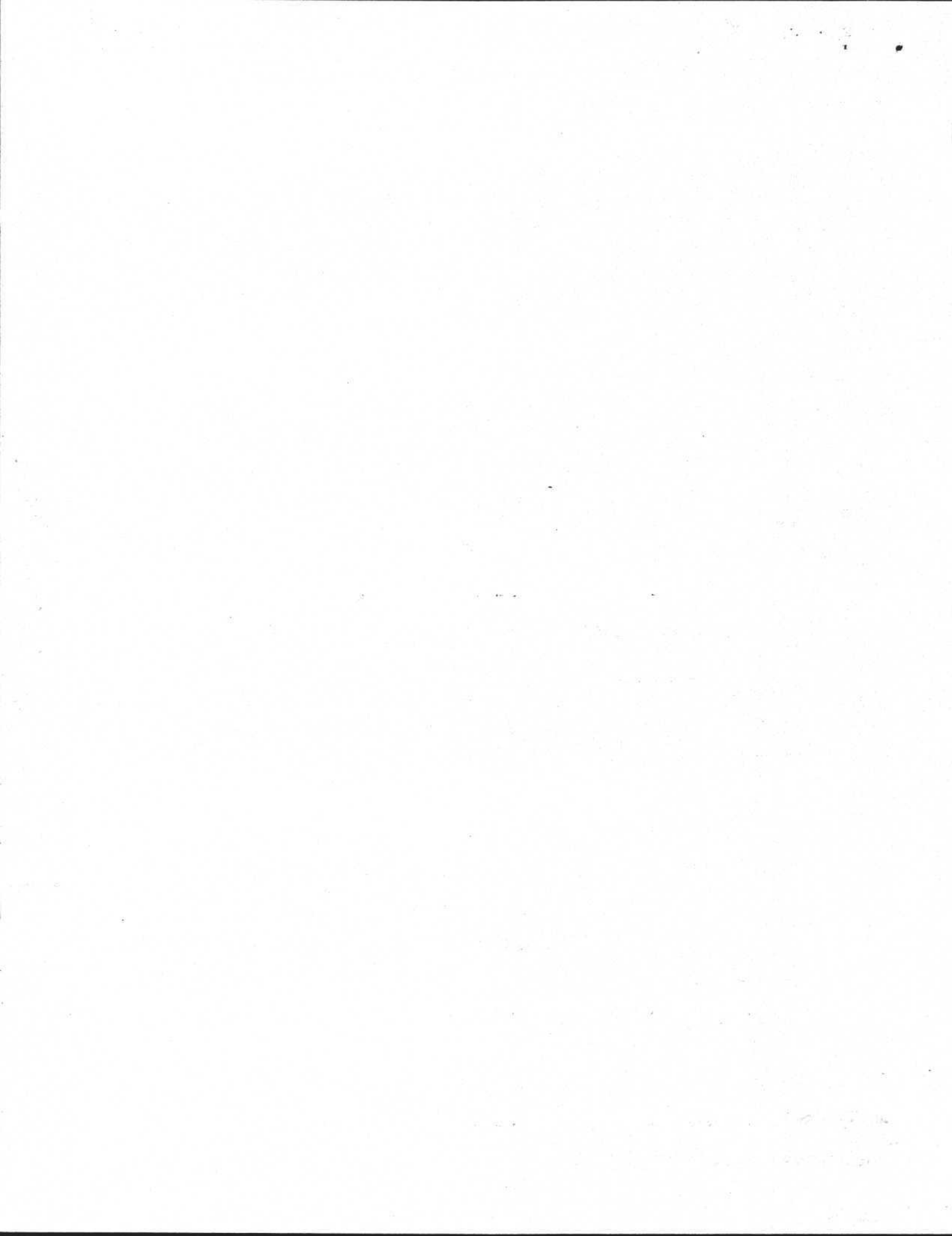
JULY 1, 1990 - JUNE 30, 1993

AS

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

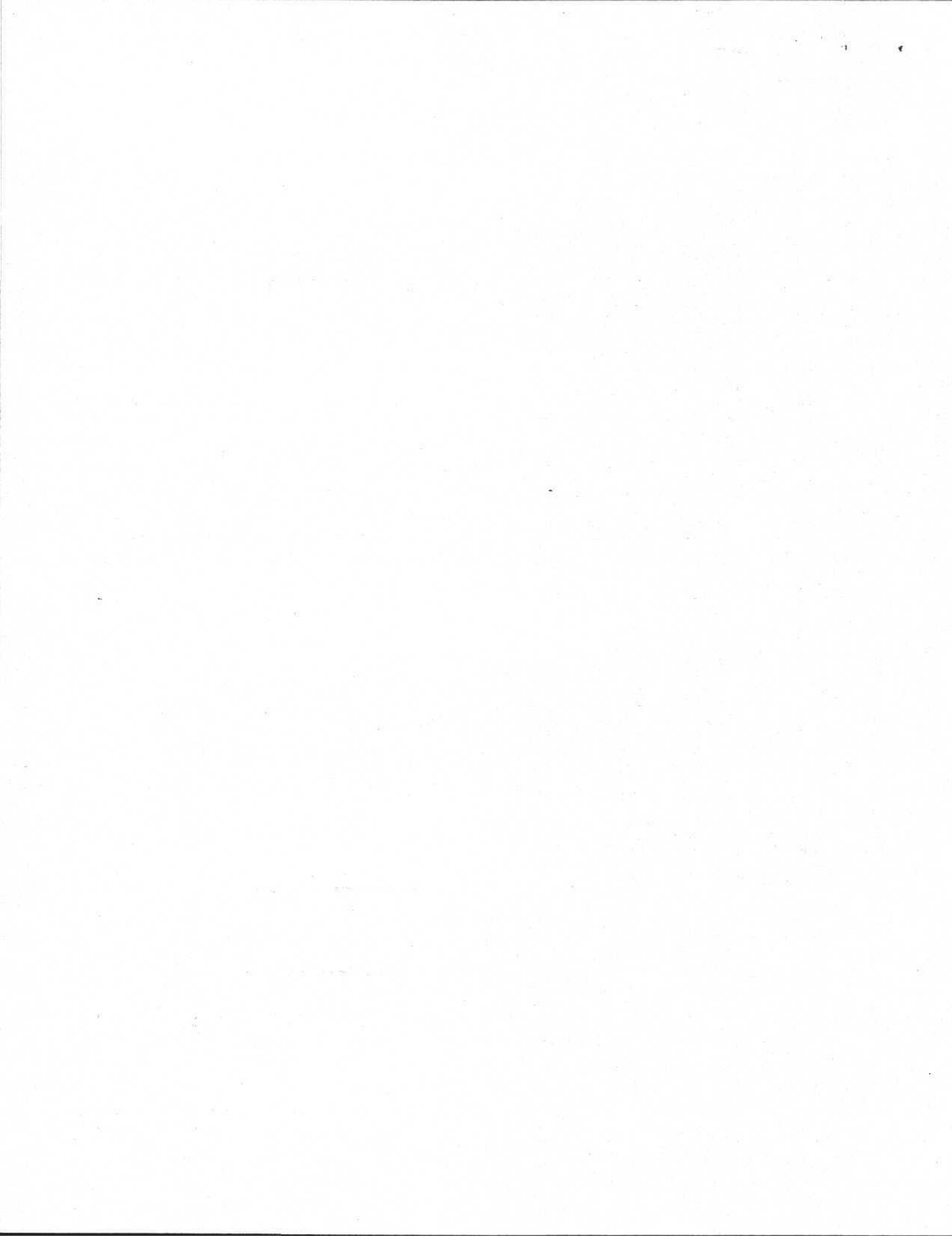
*Hazel Park, City of*

*Approved by Council  
10-14-91*



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HAZEL PARK FIRE FIGHTERS ASSOCIATION  
AGREEMENT WITH CITY OF HAZEL PARK

This Agreement entered into this 14th day of October, 1991, between the City of Hazel Park, a Municipal Corporation, hereinafter referred to as the "City" or "Employer", and the Hazel Park Fire Fighters Association, 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 later 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. Employees covered by this Agreement hired after July 1, 1984, must, as part of their probationary period of employment, successfully complete training to Firefighter II Level, as outlined in the current National Fire Protection Association Standard No. 1001, at a school approved by the City of Hazel Park and the Michigan Firefighter Training Council.

Section 3. Employees covered by this Agreement hired after July 1, 1984, must, as part of their probationary period of employment, successfully complete training approved by the City of Hazel Park and by the Michigan Department of Public Health to the level of Emergency Medical Technician. Maintenance of the Emergency Medical Technician License by employees covered by this Agreement hired after July 1, 1984, shall be a condition of continued employment in the Fire Department 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 Article 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 material.

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 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 term 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

except during periods of time when the ambulance is not in service. 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 an in accordance with Act 78 of the Public Acts 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 pipeman 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 pipeman 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 title or rank of Sergeant shall be eliminated. All Sergeants shall become Lieutenants. All Lieutenants shall become Captains. All prior references to Sergeant and Lieutenant under contract and civil service shall be to "Lieutenant" and "Captain" respectively. This is a title change only. 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 appeal.)

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 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 Association'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 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 American Arbitration Association 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 American Arbitration Association. 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 short-handed and contemplates a full tour.

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 Saturdays and Sundays. He will not receive any additional compensation if he is called in on 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. Employees who live outside a radius of five (5) miles of the City limits 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:

- a. Employees with 1-12 months of consecutive service will receive no yearly vacation.
- b. Employees with 12-24 months of consecutive service will receive a yearly vacation of three (3) working days.
- c. Employees with three (3) years of consecutive service will receive a yearly vacation of four (4) working days.



- d. Employees hired after July 1, 1984, with four (4) years of consecutive service, will receive a yearly vacation of five (5) working days. Employees hired before July 1, 1984, with four (4) years of consecutive service will receive a yearly vacation of seven (7) working days.
- e. Employees with six (6) to nine (9) consecutive years of service will receive a yearly vacation of nine (9) working days.
- f. Employees with ten (10) or more consecutive years of service will receive a yearly vacation of ten (10) working days.

Section 3. All Fire Fighting personnel with accrued vacation time may each take up to a maximum of three (3) of their vacation days in one-day increments in each fiscal year.

Section 4. The Fire Marshal shall be given a yearly vacation of 15 days. An Employee with ten (10) consecutive years shall be given an additional five (5) vacation days. An Employee with 16 consecutive years service shall receive 21 days vacation. An employee with 17 consecutive years service shall be given 22 days vacation. An Employee with 18 consecutive years service shall be given 23 days vacation. An Employee with 19 consecutive years service shall be given 24 days vacation. An Employee with 20 or more consecutive years service shall be given 25 days vacation.

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 four (4) 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)	<u>          </u>
Fire Marshal -----	708
(Department Hire on or after 7/1/87)	<u>          </u>

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 percent (50%) of one-half (1/2) of his Sick Time beyond the maximum hours for additional vacation, and receive fifty percent (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 shall 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 e 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 on 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 grant 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 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 Revised Traditional Blue Cross/Blue Shield and Blue Preferred (PPO) coverage for all full-time Employees and their families for so 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. Blue Cross/Blue Shield Insurance, as above provided, shall also be provided to all retirees and their widows.

Revised Traditional: Comprehensive hospital, D45NM, CC/CLC, MVF-1, ML, Predetermination, Sat-2, SOT-PE, GLE-1, Master Medical Option IV, \$3.00 Prescription Drugs, PD-MAC, Complementary Option-Exact Fill, DC  
Blue Preferred (PPO): Comprehensive hospital, D45NM, CC/CLC, MVF-1, ML, Trust-15, Plus-15, Predetermination, Sat-2, SOT-PE, GLE-1, Master Medical Option IV, MMC-POV, \$2.00 Prescription Drugs, PD-MAC, APDBP, DC

ARTICLE TWENTY-FOUR  
DENTAL COVERAGE

Section 1. The City of Hazel Park will provide dental care coverage under the Confederated Life Dental Plan (or equal) for all full-time Employees and their families for as long as the Employee remains on the payroll. The Confederated Life Co-Payment Plan shall include the following schedule of services:

- |               |   |                  |
|---------------|---|------------------|
| (1) Class I   | - | (Basic Benefits) |
| (2) Class II  | - | (Prosthodontic)  |
| (3) Class III | - | (Orthodontic)    |

The City will assume full payment of the cost of coverage.

The co-payment plan shall be as follows:

- Preventative - 100%, no deductible
- Class I - 80%, calendar max. of \$1,000 per member per year
- Class II - 60%, calendar max. of \$1,000 per member per year
- Class III - 50%, with life-time maximum of \$1,000 per member

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 \$40,000.00 accidental death and dismemberment policy, one-half the cost of which shall be paid by the City. The City will pay 100% of the premium cost for the above. The insurance shall continue so long as the Fire Fighter remains on the payroll.

ARTICLE TWENTY-EIGHT  
UNIFORM ALLOWANCE

Section 1. The City shall pay the cost of uniforms, patches and bunker pants, if required. 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. Employees shall provide shoes and socks at their cost.

Section 2. Effective July 1, 1990, the Fire Marshal shall be entitled to an annual uniform allowance of \$565.00. Effective July 1, 1991 this amount shall be \$575.00. Effective July 1, 1992, this amount shall be \$585.00.

ARTICLE TWENTY-NINE  
FOOD ALLOWANCE

Section 1. Effective July 1, 1990, Fire Fighters shall be entitled to five hundred sixty-five dollars (\$565.00) annually. Effective July 1, 1991, this will be increased to \$575.00 per year. Effective July 1, 1992, this will be increased to \$585.00 per year.

Section 2. 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 Associate Degree in the Science of Fire Fighting at an accredited school, the City will reimburse said Fire Fighter for tuition to a maximum of thirty dollars (\$30.00) per credit hour and for required books upon presentation of a receipt for same, and proof of substantial completion of the course with a minimum mark of "C". 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 into 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 rate of twenty cents (\$.20) per mile from Fire Station to Fire Station, and be provided three dollars (3.00) for one (1) meal per day.

ARTICLE THIRTY-TWO  
HOLIDAYS & HOLIDAY PAY

Section 1. Employees shall be paid for the following full day holidays:

Independence Day	7/04/90	7/04/91	7/04/92
Employee's Birthday	8/01/90	8/01/91	8/01/92
Labor Day	9/03/90	9/02/91	9/07/92
Veteran's Day	11/11/90	11/11/91	11/11/92
Thanksgiving Day	11/22/90	11/28/91	11/26/92
Christmas Eve	12/24/90	12/24/91	12/24/92
Christmas Day	12/25/90	12/25/91	12/25/92
New Year's Eve	12/31/90	12/31/91	12/31/92
New Year's Day	1/01/91	1/01/92	1/01/93
Martin Luther King Jr. Birthday	1/21/91	1/20/92	1/18/93
Lincoln's Birthday	2/12/91	2/12/92	2/12/93
Washington's Birthday	2/18/91	2/17/92	2/15/93
Good Friday	3/29/91	4/17/92	4/09/93
Easter	3/31/91	4/19/92	4/11/93
Memorial Day	5/27/91	5/25/92	5/31/93

Section 2. Holidays are to be observed on the traditional day with regard to regular scheduled work. Traditional holiday dates are listed under Section 1 above. Employee's Birthday will be paid on the first pay in August of each year, regardless of actual birthday.

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:

PER DIEM HOLIDAY PAY 1990-91

	<u>Beginning</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>
Fire Fighter	<u>77</u>	<u>87</u>	<u>95</u>	<u>104</u>	<u>114</u>	<u>132</u>
Lieutenant	<u>147</u>					
Captain & Fire Marshal	<u>163</u>					

PER DIEM HOLIDAY PAY 1991-92

Fire Fighter	<u>79</u>	<u>89</u>	<u>98</u>	<u>107</u>	<u>117</u>	<u>136</u>
Lieutenant	<u>151</u>					
Captain & Fire Marshal	<u>168</u>					

PER DIEM HOLIDAY PAY 1992-93

Fire Fighter	<u>83</u>	<u>93</u>	<u>101</u>	<u>111</u>	<u>122</u>	<u>141</u>
Lieutenant	<u>157</u>					
Captain & Fire Marshal	<u>174</u>					

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 15th, 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

<u>1990-91</u>	2756.0 hours	<u>114.83 days</u>
<u>1991-92</u>	2777.2 hours	<u>115.72 days</u>
<u>1992-93</u>	<u>2766.6 hours</u>	<u>115.28 days</u>

Fire Marshal

<u>1990-91</u>	<u>1950.0 hours</u>	<u>260 days</u>
<u>1991-92</u>	1965.0 hours	262 days
<u>1992-93</u>	1957.5 hours	261 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 periods 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:

FIREFIGHTERS UNION

SALARY SCHEDULE FOR 1990-91

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Firefighter	<u>19,995</u>	<u>22,497</u>	<u>24,584</u>	<u>26,879</u>	<u>29,589</u>	<u>34,314</u>
Lieutenant	<u>38,088</u>					
Captain & Fire Marshal	<u>42,278</u>					

SALARY SCHEDULE FOR 1991-92

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Firefighter	<u>20,695</u>	<u>23,285</u>	<u>25,445</u>	<u>27,820</u>	<u>30,625</u>	<u>35,515</u>
Lieutenant	<u>39,422</u>					
Captain & Fire Marshal	<u>43,758</u>					

SALARY SCHEDULE FOR 1992-93

	<u>Beginning</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Firefighter	<u>21,420</u>	<u>24,100</u>	<u>26,336</u>	<u>28,794</u>	<u>31,697</u>	<u>36,759</u>
Lieutenant	<u>40,802</u>					
Captain & Fire Marshal	<u>45,290</u>					

ARTICLE THIRTY-SIX  
COST OF LIVING

The Employees under this Agreement shall receive a Cost of Living Allowance as set forth below:

Section 1. The Cost of Living Allowance shall be added to each Employee's straight time hourly earning and will be adjusted up or down each three (3) months in line with the Cost of Living Allowance, determined in accordance with changes in the latest Official Consumers Price Index for Urban Wage Earners and Clerical Workers, United States City Average, published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100), and hereinafter referred to as the BLS Consumer Price Index. The City will have the right to change Index after January 1, 1984 if the Bureau of Labor Statistics promulgates a new Index.

Section 2. Effective with the first pay period beginning on or after July, 1990, and thereafter during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly at the following times:

Effective Date of Adjustment  
First pay period beginning on or after October 1 of each Fiscal Year and at quarterly intervals thereafter during this Agreement.

Based Upon  
Change in the BLS Consumer Price Index from June to September of each Fiscal Year and at quarterly intervals thereafter.

Section 3. COLA payments will be made in each pay period as they are earned and will be indicated separately from the base wages earned. There will be no roll-in of COLA on either an hourly or an annual basis.

Section 4. There will be no retroactive pay-back of COLA during the period of July 1, 1984 and the date of signing of this Agreement.

Section 5. In no event will a decline in the BLS Consumer Index, below the July Index, provide the basis for a reduction in the wage rate.

Section 6. The amount of the Cost of Living Allowance shall be in accordance with an Index Table to be agreed to by and between the parties hereto. There shall be a one cent (.01) per hour adjustment for each .4 change in the Index to the maximum in each year as outlined below. The maximum per hour Cost of Living Adjustment is .22 cents per hour for Fire Fighters and .30 cents per hour for Fire Prevention.

Section 7. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime, vacation payments, and call-in pay.

Section 8. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 9. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

Section 10. The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its

present form and calculated on the same basis as the Index for June, unless otherwise agreed to by the parties. If the Bureau of Labor Statistics changes the form or the basis for calculating the BLS Consumer Price Index, and in the event that the Bureau of Labor Statistics promulgates a new Index, the parties herein agree to adopt the new Index and calculate COLA adjustments based upon the new Index.

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 2.50% of final average compensation times 30 years of service, maximum pension thereby would be increased 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

Option C (continued):

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. On and after July 1, 1988, Employee contributions shall be at the rate of 5.5% of payroll.

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 seventy-one (271) hours shall be converted and paid as salary at the rate of one hundred percent (100%) and shall be counted 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 percent (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.

#### 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 reasonably 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 advice 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 2. 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.

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 fourteenth day of October, 1991, and shall remain in full force and effect up to and including the 30th day of June, 1993.

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 8, Section 2, 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

HAZEL PARK FIRE FIGHTERS ASSOC.  
Local 1414

Frank L. Myers  
City Manager

Mark Schofield  
President

James Carene  
Fire Chief

David Palugyay  
Vice President

David Hirt  
Secretary

Ray DeWalt  
Treasurer



Mark Schofield, President  
Hazel Park Firefighters Association  
Local 1414, IAFF  
22830 Russell  
Hazel Park, MI 48030

Dear Mr. Schofield:

The parties have agreed that the City of Hazel Park Employees Retirement System shall be restructured to provide for defined contribution and defined benefit plans. This restructuring is being done to benefit those members who elect an annuity withdrawal because, if a member's contributions (and earning thereon) are maintained under a separate account to which actual earnings and losses are credited, then the withdrawal of accompanying contributions will be construed as a total distribution from a separate plan. This total distribution would consist of a refund of the basis (which is the total amount upon which the member has already paid tax), and an interest portion that would be eligible for rollover treatment. In sum, this agreement is being undertaken to avoid the adverse tax implications associated with annuity withdrawals as a result of the Tax Reform Act of 1986.

The City agrees to take all steps appropriate to implement the agreement to restructure, including, but not necessarily limited to the passage of ordinances or charter amendments. The City also agrees to request the required approval from the Internal Revenue Service. The agreement to restructure shall take immediate effect.

Very truly yours,

Frank Myers  
City Manager

