

3850

6/30/2000

AGREEMENT

ST. CLAIR SHORES FIRE FIGHTERS UNION,
LOCAL 1744 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

-and-

CITY OF ST. CLAIR SHORES

(7/1/97 to 6/30/00)

St. Clair Shores, City of

Approved by Mayor and Council 4/21/97

02/1/20

02/1/20

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AGREEMENT

This Agreement, entered into this 21st day of April, 1997, effective from July 1, 1997 between the City of St. Clair Shores, Michigan, a municipal corporation, hereinafter referred to as the City, and the St. Clair Shores Fire Fighters Union, Local 1744 of the International Association of Fire Fighters, hereinafter referred to as the Union.

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

ARTICLE I - PURPOSE

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

ARTICLE II - COVERAGE

This Agreement shall be applicable to all the employees of the Fire Department of the City except the Chief of the Department.

ARTICLE III - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the members of that Department.

ARTICLE IV - AGENCY SHOP CLAUSE

Any employee who is not a member of the Union and who does not make application for membership shall, as a condition of employment, pay monthly to the Union, service fees equivalent to any dues uniformly required of the members of the Union. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

ARTICLE V - UNION ACTIVITIES

Section 1. Purpose of Union

Employees and their Union representatives shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or

compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 2. Dues

Dues shall be established from time to time by the Union. The City, upon receipt of proper authorization from the member of the Union, shall deduct monthly dues from the employee's pay and transmit same to the designated Treasurer of the Union by the tenth (10th) of the following month.

Section 3. Release Time

a. The President of the Union, and/or appointed representatives, shall be afforded time off during regular working hours, without loss of benefits, to conduct such Union business as he deems necessary and to fulfill his responsibilities to the Union for processing of grievances and administration and enforcement of the Agreement.

b. Members of the Union's Bargaining Committee (President, Vice President, Secretary, Treasurer), two Safety committee members and three unit stewards shall be allowed time off without loss of pay to attend conferences or conventions. Such time off, with pay, shall be limited to 24 total days in two consecutive calendar years (January through December). Additional time may be allowed without pay upon approval of the Fire Chief.

c. The Bargaining Committee of the Union will include not more than four (4) officers of the St. Clair Shores Fire Fighters Union and may include not more than two (2) non-employee representatives. The Union will furnish the City Manager's office with a written list of the Union's employees Bargaining Committee prior to the first bargaining meeting.

d. If the privilege hereinbefore provided for under this section shall be abused, the alleged abuse shall be a proper subject matter for a conference between two (2) designated representatives of the Employer and two (2) representatives of the Union.

Section 4. Bulletin Boards

The Union shall be provided suitable bulletin boards, including at least one at each fire station, for the posting of Union notices or other materials. The Union shall have reasonable allocation of area for its records, files and material, at the fire stations, subject to the approval of the President of the Union and the Chief of the Department.

Section 5. Meetings

The Union may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Fire Department. Transferring of personnel from one station to another to be allowed if necessary to carry on such meetings.

ARTICLE VI - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1.

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

Section 2.

Any supplemental agreement and/or letter of understanding entered into between the City and the Union during the term of this contract must be signed by the City Manager and the President of Local #1744.

ARTICLE VII - WAGES

Section 1. Pay Schedules - Salary

There are no retroactive wages due an employee who voluntarily quit employment by the City prior to the date of contract ratification or an Act 312 award. Retirees during the term of this contract shall have their wages and retirement allowance recalculated.

Effective June 29, 1997

	<u>Salary</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
Fire Fighter - Start	\$30,909.45	\$10.61	\$1,188.83
Fire Fighter - 6 Months	\$33,117.26	\$11.37	\$1,273.74
Fire Fighter - 1 Year	\$35,325.08	\$12.13	\$1,358.66
Fire Fighter - 2 Years	\$37,532.90	\$12.89	\$1,443.57
Fire Fighter - 3 Years	\$39,740.72	\$13.65	\$1,528.49
Fire Fighter - 4 Years	\$41,948.53	\$14.41	\$1,613.41
Fire Fighter - 5 Years	\$44,156.35	\$15.16	\$1,698.32
Driver Engineer	\$46,364.17	\$15.92	\$1,783.24
Lieutenant (Sgt.)	\$51,221.37	\$17.59	\$1,970.05
Inspector	\$51,221.37	\$24.63	\$1,970.05
Battalion Chief (Lt.)	\$55,831.29	\$19.17	\$2,147.36
Fire Marshal	\$55,831.29	\$26.84	\$2,147.36
Training Officer	\$55,831.29	\$26.84	\$2,147.36
Assistant Chief	\$65,880.92	\$31.67	\$2,533.88

EACH YEAR OF CONTRACT

Fire Fighter Bi-Weekly = (Salary/2912 hours * 112 hours)

40 Hour Bi-Weekly = (Salary/2080 hours * 80 hours)

Effective June 28, 1998

	<u>Salary</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
Fire Fighter - Start	\$31,759.46	\$10.91	\$1,221.52
Fire Fighter - 6 Months	\$34,027.99	\$11.69	\$1,308.77
Fire Fighter - 1 Year	\$36,296.52	\$12.46	\$1,396.02
Fire Fighter - 2 Years	\$38,565.05	\$13.24	\$1,483.27
Fire Fighter - 3 Years	\$40,833.59	\$14.02	\$1,570.52
Fire Fighter - 4 Years	\$43,102.12	\$14.80	\$1,657.77
Fire Fighter - 5 Years	\$45,370.65	\$15.58	\$1,745.03
Driver Engineer	\$47,639.18	\$16.36	\$1,832.28
Lieutenant (Sgt.)	\$52,629.95	\$18.07	\$2,024.23
Inspector	\$52,629.95	\$25.30	\$2,024.23
Battalion Chief (Lt.)	\$57,366.65	\$19.70	\$2,206.41
Fire Marshal	\$57,366.65	\$27.58	\$2,206.41
Training Officer	\$57,366.65	\$27.58	\$2,206.41
Assistant Chief	\$67,692.65	\$32.54	\$2,603.56

EACH YEAR OF CONTRACT

Fire Fighter Bi-Weekly = (Salary/2912 hours * 112 hours)

40 Hour Bi-Weekly = (Salary/2080 hours * 80 hours)

Effective June 27, 1999

	<u>Salary</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
Fire Fighter - Start	\$32,632.84	\$11.21	\$1,255.11
Fire Fighter - 6 Months	\$34,963.76	\$12.01	\$1,344.76
Fire Fighter - 1 Year	\$37,294.67	\$12.81	\$1,434.41
Fire Fighter - 2 Years	\$39,625.59	\$13.61	\$1,524.06
Fire Fighter - 3 Years	\$41,956.51	\$14.41	\$1,613.71
Fire Fighter - 4 Years	\$44,287.42	\$15.21	\$1,703.36
Fire Fighter - 5 Years	\$46,618.34	\$16.01	\$1,793.01
Driver Engineer	\$48,949.26	\$16.81	\$1,882.66
Lieutenant (Sgt.)	\$54,077.27	\$18.57	\$2,079.90
Inspector	\$54,077.27	\$26.00	\$2,079.90
Battalion Chief (Lt.)	\$58,944.22	\$20.24	\$2,267.09
Fire Marshal	\$58,944.22	\$28.34	\$2,267.09
Training Officer	\$58,944.22	\$28.34	\$2,267.09
Assistant Chief	\$69,554.18	\$33.44	\$2,675.16

EACH YEAR OF CONTRACT

Fire Fighter Bi-Weekly = (Salary/2912 hours * 112 hours)

40 Hour Bi-Weekly = (Salary/2080 hours * 80 hours)

Section 2. Out of Classification Pay

Any member of the Department who is acting in a higher capacity shall receive the wage rate for that higher capacity.

Section 3. School Attendance

Fire fighters required to attend fire training schools or seminars shall be paid for the actual time in attendance. If it takes an employee longer to drive to and from school than it normally takes the employee to drive to and from work, the employee shall be paid the difference in time, not to exceed one hour. Each driver shall be paid travel allowance for mileage exceeding the employees normal drive to and from work, not to exceed one round trip per day. Each driver shall be paid in cents per mile at the rate approved by the I.R.S.

Section 4. Longevity Pay

a. All members of the Department shall, after completion of five (5) years total service, receive longevity pay.

b. Longevity pay shall be computed in each year by multiplying the applicable percentage determined from the following schedule of longevity pay percentage rates times the applicable longevity pay base as determined by the subsequent schedule.

1. Schedule of Longevity Pay Percentage Rates:
- After 5 years of Service - 2% per annum
 - After 10 years of Service - 4% per annum
 - After 15 years of Service - 6% per annum
 - After 20 years of Service - 8% per annum
 - After 25 years of Service - 10% per annum

c. Longevity will be paid on November 1 in a separate check combined with Holiday Pay. The payment shall be based on the employee's anniversary date in the current calendar year and paid at the rate of compensation (excluding temporary upgrade) in effect on November 1 of each year.

d. All members of the bargaining unit hired on or after July 1, 1990 shall receive longevity pay according to the following schedule:

Percentage of Longevity
Pay Base

Length of Service

1%	for	5 years of service
2%	for	10 years of service
3%	for	15 years of service
4%	for	20 years of service
5%	for	25 years of service

Section 5. Overtime Pay

a. Computation

All employees who are required to work more than their regularly scheduled work day shall be paid at the rate of time and one-half for each hour of overtime worked based on a forty (40) hour week. Effective no earlier than July 1, 1990, all fifty-six (56) hour employees who are required to work more than their regularly scheduled work day shall be paid at the rate of time and one-half for each hour of overtime worked based on a fifty-six (56) hour work week. Forty (40) hour per week employees shall continue to be paid based on a forty (40) hour per week basis. In the event that the hours of overtime worked are not full hours, the following schedule shall apply:

Less than 15 minutes	No pay
Less than 30 minutes	30 minutes pay
Over 30 but less than 45 minutes	45 minutes pay
Over 45 but less than 60 minutes	60 minutes pay

b. Regular Overtime

A rotating list of fire fighting divisions' personnel shall be available for all overtime. The list is to be posted and up-to-date.

In the event a member is removed from an overtime list and has to be placed back on, the recalculation will be done by the officer in charge as follows:

If the member has been off the overtime list for more than six (6) months, the member will be placed at the highest overtime number on the list.

If the member has been off for six (6) months or less, the officer in charge will recalculate as follows:

Using the members date of removal from the list, count the number of possible opportunities for overtime that member would have had and add that number to the member's last number worked on that overtime list.

c. Compensatory Time

1. Election may be made by an employee to accumulate up to seventy-two (72) hours at time and one-half in time off in lieu of overtime pay, by mutual agreement between the employee and the Chief of the Department.

2. Compensatory time shall not interfere with the procedure for canceled vacation days. Once the procedure is

completed, the canceled day will be on a first come first serve basis and compensatory time can be utilized. Compensatory time is to be taken in four hour minimums, if overtime hiring is required. In addition, if a member extends their compensatory time, they will be required to extend the time off a minimum of four hours.

Section 6. Call-In Time

An employee shall receive a minimum of four (4) hours pay at time and one-half any time he is required to report to his station.

Section 7. Stand-By Time

For each twenty-four (24) hours or any portion thereof an employee is requested to stand by, he shall receive two (2) hours pay.

Section 8. Shift Differential

1. In the event any forty (40) hour per week employee works a rotating shift, he shall then receive a differential pay of three and one-half (3 1/2%) percent for afternoons (4:00 p.m. to 12:00 a.m.) and six and one-half (6 1/2%) percent for midnights (12:00 a.m. to 8:00 a.m.).

2. This provision does not apply to forty (40) hour per week employees working a four (4) ten (10) hour day schedule (7:00 a.m. to 5:00 p.m.)

An annual shift differential of \$1,500 shall be paid to each fifty-six (56) hour per week employee. Payment is to be made by July 30th of the fiscal year combined with Cost of Living Allowance, ALS, EMT, cleaning, clothing and schooling paid in a separate check. Shift differential shall be included in calculating the employee's rate of pay for overtime purposes.

Section 9 - Daylight Savings Time

It is agreed by both parties that on the Spring and Fall daylight savings adjustment days, no wage adjustment will be made for any employee.

ARTICLE VIII-DRIVER-ENGINEERS AND EMERGENCY MEDICAL TECHNICIANS

Section 1. Driver-Engineers

a. Manning

Effective July 1, 1981, there shall be nine (9) fire fighters who shall be designated as Driver-Engineers.

b. Duties

Driver-Engineers shall perform those duties set forth in Article XIII of the Rules and Regulations of the Department.

c. Selection

The designation of Driver-Engineer shall be offered to fire fighters in the order of seniority. Unqualified fire fighters need not be offered the designation, but the failure to offer the designation may be grieved.

d. Compensation

Fire fighters designated to perform as Driver-Engineers shall maintain their eligibility as fire fighters. Commencing July 1, 1984, fire fighters designated as Driver-Engineers shall be compensated at a rate of five percent (5%) above the five (5) year fire fighter base rates. Article VII, Section 2, shall apply to the designation of Driver-Engineer.

e. Qualifications

The qualifications for the designation Driver-Engineer shall be mutually agreed upon by the Chief and the Union.

Section 2. Emergency Medical Service (EMS)

a. The parties to this agreement agree that mutual cooperation is necessary to implement and maintain the City's emergency transport service in conformity with requirements of state licensing and other regulations.

b. That the City shall comply with Macomb Medical Control Board rules and regulations pertaining to the maintenance, manning and operation of the ALS program. Personnel utilized in emergency patient transport must also be interchangeable with fire fighters and, therefore, as hereinafter provide, fire fighters shall be required to be qualified as both fire fighters and paramedics in accordance with this agreement. It is agreed by both parties that St. Clair Shores Fire Fighters meet all definitions as set forth in the February 2, 1995 letter from the U.S. Department of Labor regarding FLSA.

c. That new hires must have at time of appointment, and maintain throughout their career with the City of St. Clair Shores, a paramedic license.

d. As part of the Fire Department, there shall be a complement of (24) paramedics who shall be assigned to active E.M.S. duties.

e. Twenty-four paramedics who are qualified, duly certified and willing to accept E.M.S. assignment shall be assigned to the E.M.S. unit and/or ambulance. They will perform the same duties as a fire fighter when not actually engaged in E.M.S. duties.

f. If there are at least twenty four (24) active paramedics, a bargaining unit member may elect to become inactive on the ambulance but is still required to maintain a paramedic license. If there are not twenty four (24) bargaining unit members serving in the ambulance service, then the lowest qualified seniority employee(s) must participate in the program.

g. The twenty four fire fighters assigned to paramedic duties will be given the working title of Fire Fighter/paramedic.

h. At such time as there are eighteen (18) members who are qualified and duly certified as paramedics, the City shall maintain four paramedics on duty at all times.

In the event that the minimum number of paramedics are not on duty, a paramedic shall be called in on overtime, from the roster of active paramedics. In the event no paramedics are available from such roster, a paramedic shall be called in from the inactive paramedic roster.

i. All paramedics shall maintain their eligibility and seniority status as fire fighters and continue to accumulate seniority in the department. Any paramedic may voluntarily resign from paramedic duties and return to full time fire fighting duties only if medically disqualified or there is a less senior fire fighter who is certified as a paramedic.

j. All current employees having an EMT or paramedic license and those who obtain a paramedic license shall maintain their license throughout their employment with the City.

k. 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 in a matter which arises in the course of their duties, they shall have the right to request and receive such assistance from the City. Upon such a request, the City shall provide legal counsel for the purpose of advice and representation, shall provide for the payment of all fees and cost and shall provide for the indemnification for any damages incurred in excess of insurance coverage.

Section 3. Compensation.

a. As of January 1, 1996, the City shall pay an annual paramedic bonus of 5% of a five year fire fighters rate for the E.M.S. Coordinator and all active paramedics. All inactive paramedics shall be compensated in the amount of \$800.00 per year and all inactive E.M.T.'s shall be compensated in the amount of \$400.00 per year.

E.M.S. payment shall be made annually in July, in a separate check combined with shift differential, schooling, cola and clothing allowance. The bonus is paid in arrears for service rendered in the preceding year. New employees shall have the bonus prorated for the months of service.

Section 4. Continuing Education and Training.

a. The employer will continue to offer in-house recertification training classes on a regular basis for each fire fighting unit and employees on duty will be required to attend those classes. The City shall pay the cost of tuition, books, and supplies necessary to retain licensure of a medical first responder, E.M.T. and ALS license.

b. Absent specific approval by the Chief, no employees will be deemed authorized to attend recertification classes off-duty or off premises and classes so attended, unless otherwise approved, will be considered classes voluntarily attended by the employee.

c. It is recognized that occasionally fire fighters may miss a scheduled class due to vacation, personal leave or legitimate illness. In light of the annual notice provided to unit members of the dates of in-house training, members of the unit classified as EMT's/Paramedics shall continue, however, to have an affirmative duty to maintain sufficient educational units through attendance at other employer offered in-house classes so as to obtain sufficient education credits prior to the expiration of licensure. Employees absent for extended periods such as workers compensation will not be held to this standard.

Section 5. Reimbursement to the City.

a. If a fire fighter leaves the employment of the City, other than retirement within three years of the date of receiving their City-paid paramedic license, the fire fighter shall reimburse the City for its expense on a prorated monthly basis.

ARTICLE IX - TRAINING OFFICER

Section 1. Creation and Duties

The Training Officer shall be assigned a forty (40) hour a week schedule. The duties will be the training of all personnel, including all required State and Federal training, overseeing, maintaining and recording of all E.M.T.-related activities and such other duties as are mutually established by the Union and the Chief.

Section 2. Selection

Promotion to this position shall be in accordance with Act 78 of the Public Acts of 1935 and in accordance with the present working agreement except that the oral board shall consist of three (3) professional Fire Department officers of equal or higher rank to the position being tested, selected and supplied by the Michigan Municipal League in accordance with its rules and procedures. Oral board members selected must not be residents or employees of the City of St. Clair Shores. The oral board exam shall take place before the written test. No member of the oral board shall be given the results of any written exams at any time.

Section 3. Certification

The member accepting this position shall within eighteen (18) months receive all certifications required to fulfill the duties stated above. This time limit is to be considered a guideline and is subject to the availability of said certification classes.

Section 4. Grade and Title

The Training Officer shall have the pay grade of a Battalion Chief and the title of "Training Officer."

In addition to other duties, the Training Officer shall have the following responsibilities:

- (a) Serve as certified EMT Instructor and Coordinator, including EMT recertification.
- (b) Serve as certified Fire Training Instructor and Coordinator, and provide training required by State and Federal laws and regulations.
- (c) Serve as Fire Department Safety Officer, and become so certified when available.

ARTICLE X - HOURS OF EMPLOYMENT

Section 1. Work Schedule

The work schedule of employees for the Fire Fighting Division shall be as prescribed in Section 17.16 of Chapter XVII of the Charter of the City of St. Clair Shores, as amended, according to Proposition No. 4 of the election held on April 3, 1961, and passed by the electors of the City of St. Clair Shores. The normal forty (40) hour, four (4), ten (10) hour days work schedule may be changed by the Chief of the Department. According to the needs of the Department, the Chief may assign ten (10) hour personnel to other than a day shift to provide inspections, investigations, and training as necessary. The hours for an eight (8) hour day are 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m., and 12:00 a.m. to 8:00 a.m. The hours for a ten (10) hour day are 7:00 a.m. to 5:00 p.m. This schedule shall be utilized by the Fire Marshal, Inspector, Training Officer, and EMS Coordinator. During weeks including contract approved holidays, the work schedule shall change to five (5), eight (8) hour days, 8:00 a.m. to 4:00 p.m.

The Assistant Chief shall work five (5), eight (8) hour days, 7:00 a.m. to 3:00 p.m.

Section 2. Trading of Days

a. Subject to department manpower requirements, members shall be permitted to voluntary trade part of or all of a work day or compensatory time day with member on different units, unless denied for justified reasons. The trading of vacation days is prohibited.

b. The traded time will be repaid in like time. For example, work days will be traded for work days and compensatory days for compensatory days.

ARTICLE XI - OUTSIDE EMPLOYMENT

In no event shall any fire fighter be permitted to engage in any outside employment twelve (12) hours prior to the commencement of any tour of duty.

ARTICLE XII - HOLIDAYS

Section 1. Holidays Defined

The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Armistice Day (Veteran's Day), Thanksgiving Day, Day after Thanksgiving,

Christmas Eve Day, Christmas Day, New Year's Eve Day and one additional day (Employee's Birthday).

Section 2. Holiday Pay, Officers and Others

All members who work a regular forty (40) hour shift shall receive eight (8) hours pay for holidays based on a forty (40) hour week.

All members working a regular forty (40) hour shift shall be granted time off with pay, for all holidays defined in Section 1.

All fifty-six (56) hour employees shall receive thirteen (13) hours of pay for holidays defined in Section 1 based on a fifty-six (56) hour week. Holiday pay for the respective ranks shall be computed upon the individual base pay in effect on the date of payment (excluding temporary upgrades). Holiday pay will be paid on November 1st in a separate check combined with longevity pay.

All Battalion Chiefs (Lt) of the Fire Fighting Division shall receive compensatory time off for holidays worked.

Section 3. Holidays when on Leave, Furloughs, Vacation

Days

In the event a holiday falls on a scheduled leave, furlough or vacation day, the employee shall receive additional equivalent compensatory time off, excluding members of the Fire Fighting Division below the rank of Battalion Chief (Lt).

ARTICLE XIII - VACATIONS

Section 1. Eligibility and Amount

After completion of six (6) months of their probation period, each member shall earn seven (7) twenty-four (24) hour work day vacations retroactive to that member's date of hire.

Vacations shall be earned on a calendar year basis, January through December, and shall be prorated for less than a full year's service according to the member's date of hire and the following table:

January 1 through March 31 shall receive seven days (7).

April 1 through June 30 shall receive five days (5).

July 1 through December 31 shall receive four days (4).

Fire Fighting Division

Over 5 years through 10th year / Nine (9) 24-hour vacation days
Over 10 years through 15th year / Ten (10) 24-hour vacation days
Over 15 years through 20th year / Eleven (11) 24-hour vacation days
Over 20 years / Twelve (12) 24-hour vacation days

Any member working a regular forty (40) hour work week schedule (based on eight (8) hour vacation days).

Over 10 years of service / Twenty (20) vacation days
Over 10 years through 15th year / Twenty-four (24) vacation days
Over 15 years through 20th year / Twenty-six (26) vacation days
Over 20 years /Twenty-Eight (28) vacation days

Section 2. Designation of Vacation Period

a. Procedure

Employees shall be afforded a reasonable time to designate their preferred vacation selections; such selection to be made prior to the commencement of the summer or winter vacation periods. Selection shall be based upon departmental seniority. Vacation schedules shall be posted for examination for picking by October 1st. These selections shall be completed by December 15th. Each unit shall select independently. Each member shall select their unit selection and first selection vacation at the same time. Example: (A member shall, upon selecting a unit, select their first selection vacation. This shall be completed prior to the next member in seniority selecting their unit and first selection vacation.)

In the event that unit selection and vacation selection is not completed by the start of the new vacation scheduled, no member shall be allowed to use old vacation days or personal business days or compensatory time beyond the month of January and only then with the understanding that they must call at 0700 hours, of the day requested, to ensure that the vacation time has not been closed due to the first and/or second selection process for that year.

b. Vacation Periods

Winter Vacation Period: January through May, and October through December. Summer Vacation Period: June through September. Where a vacation falls within both periods, the determination as to whether it is a summer or winter selection shall be based upon the period in which the majority of days fall.

c. First Pick Days

Nine (9) days shall represent the maximum first-round vacation selection. The maximum consecutive vacation days shall be six (6) in any one period on first choice selection.

No vacation days may be taken as a second selection until the last man in seniority has a chance to use his first selection to get his vacation. Members with less than nine (9) days may select six (6) consecutive vacation days winter or summer, or three

(3) days winter and three (3) days in the summer period. Members with less than six (6) days may select three (3) consecutive days in winter or summer. Members with less than three (3) days shall not be afforded a first round selection.

When a vacation or vacation day is dropped (first selection) by any member, the next member in lower seniority who was not afforded the opportunity to obtain this vacation shall have the first opportunity to select this opening only by canceling one of his first-round selection vacations, and the rule of consecutive days must apply. (This is to mean that if you have six (6) consecutive vacation days in the same period as the dropped vacation days or day and you wish to select that dropped vacation, you shall be required to drop all six (6) of your first selection days in that period.) If the vacated days remain open all the way down to the last member in seniority and that member does not want it, only then will it be considered a second-selection and subject to the procedure for second-selection.

d. Second Selection Days

These are the days in excess of the nine (9) First Selection Days. These days may be selected during second-selection period up to that member's total amount of days over nine (9). Bank days from prior years shall not interfere with second-selection days. Members with less than nine (9) shall select their additional vacation days over six (6) in this second-selection. Members with less than six (6) days shall select their additional days over three (3) in this second-selection.

When a vacation or vacation day is dropped (second selection) by any member, the next member in lower seniority who was not afforded the opportunity to obtain this vacation shall have the first opportunity to select this opening only by using banked days for that year or canceling the necessary amount of second-selection already selected. Only after the last member in seniority has had an opportunity to select and that member does not want it, shall it be considered open to first come first serve. It is proper to assume that only closed vacation days shall be subject to the above procedure.

e. Bank Days

When any member wishes to bank his vacation days on the first selection vacation list, he may do so. This is that member's first-selection and shall be drawn from the bank as first-selection days in the event that member wishes to pick up a canceled first-selection vacation and under the procedure for canceled first-selection it is that member's opportunity to select.

When any member wishes to bank his vacation days on the second-selection vacation list, he may do so. This is that

member's second-selection and shall be drawn from the bank as second-selection days in the event that member wishes to pick up a canceled second-selection and under the procedure for canceled second-selection it is that member's opportunity to select.

Banked vacation days from prior years cannot interfere with present year's first or second round selection.

f. Canceled Vacation Procedure

This procedure will be used only when a canceled vacation is one that was previously closed to a member with less seniority, in both first and second round selections. The officers on the unit shall see that all vacation lists are kept current on a daily basis. A notification of cancellation form shall be established and supplied to all stations. It shall be the responsibility of the officer being notified of a vacation cancellation to see that this form is posted and the other stations are notified to also post this form at their respective stations. Upon request by a member to select the canceled vacation, the officer-in-charge shall make a reasonable attempt to notify those members who fall in between the last member afforded the opportunity and the member requesting the vacation. If the cancellation notification occurs on a day when the unit affected is not working, it shall be the responsibility of the officer being notified of the cancellation to make a reasonable attempt to notify those members who fall below the last man afforded the opportunity. This attempt is only necessary if the canceled vacation is within the next twenty (20) days. If the canceled vacation is not within the next twenty (20) days, proper posting and correcting of the posted vacation list shall be considered appropriate notification and the procedure for "upon request" shall be the only procedure remaining and that procedure shall be utilized regardless of the length of posting.

(Reasonable attempt shall mean that at the time of request the officer-in-charge shall call the member at his home or duty station. Unanswered calls will not require a second attempt and those notified or messages left shall have two (2) hours in which to return the call.)

g. Fire Prevention Schedule

Vacation selection will be according to seniority. There shall be only one person off at a time on extended vacation periods. Vacation days will be granted at the discretion of the Fire Marshall and the consent of the Chief of the Department.

h. Training Officer and EMS Coordinator

Vacation selection will be according to departmental seniority. There shall be only one person off at a time on extended vacation periods. Vacation days will be granted at the

discretion of the Training Officer and consent of the Chief of the Department.

i. Amendment

From time to time, Sections c, d, e, and f of this vacation rule may be amended with the mutual agreement of the Chief of the Department and the President of the Union.

Section 3. Accumulation of Vacation Days

Upon the written request of an employee, vacation time may be accumulated up to a maximum of ten (10) twenty-four (24) hour vacation days, with the prior approval of the Chief of the Department.

a. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled at an open date if he so desires. In the event his incapacity continues throughout the year, he will be awarded payment in lieu of vacation. The foregoing does not include job incurred injuries.

Section 4. Termination of Employment

In the event employment is terminated, an employee will be paid for all earned vacation accumulated, computed on the basis of all earned vacation from the prior year not used, and the vacation time earned in the current year.

ARTICLE XIV - SICK LEAVE, PERSONAL BUSINESS DAYS, LEAVE OF ABSENCE

Section 1. Fire Fighting Division

a. Accumulation of Sick Leave Credits

1. Effective July 1, 1997, each employee shall acquire sixteen (16) hours of sick leave credit for each month of service rendered. Accumulated sick leave hours may be drawn from the unused total hours accumulated in the event of sickness of the employee. Sick time shall be deducted from the employee's sick leave bank based upon hours actually used.

2. Sick leave which has been accumulated above the limitations set forth below will be determined on January 1 of each year and will be paid to the employee on the second payday in January at the rate specified in Paragraph b. The limitations are as follows:

<u>Year</u>	<u>Limit</u>
1/1/88	2500 hours
1/1/89	2400 hours

1/1/90
1/1/91

2300 hours
2240 hours

b. Payment for Sick Leave Credits

Up to 2240 hours of sick leave accumulated pursuant to Section 1, a. of this Article shall be paid at one hundred percent (100%) of the employee's current hourly rate to the employee upon retirement or to his or her dependents in case of death. Accumulated sick leave shall be paid at fifty percent (50%) of the employee's current hourly rate upon other separation from service. Sick leave accumulated above the annual limit as set forth in Section 1, a., 2 shall also be paid out at fifty percent (50%) of the employee's current hourly rate.

c. Indexing

An employee who transfers between the Fire Fighting Division and the 40-hour division shall have his sick leave bank indexed. This indexing shall be accomplished by the conversion of hours at the rate of 8 hours per day for 40-hour personnel and 24 hours per day for fire fighting personnel. In the event an employee transfers from fire fighting to 40-hour duty his sick leave bank will be indexed by multiplying the hours by 40 and dividing by 56. If an employee transfers from 40-hour duty (to fire fighting duty), his sick leave bank will be indexed by multiplying his hours by 56 and dividing by 40.

d. Notification and Information

In cases of illness, the employee shall notify his immediate supervisor or proper authority of his illness. If the employee is off two (2) consecutive working days, he must furnish a doctor's certificate upon request. The City shall have the right to require the employee to be examined by a physician of their choice at the City's expense. Forty (40) hour employees off three (3) consecutive working days shall furnish a doctor's certificate upon request.

e. Return to Work Provision

A member shall be allowed to return to work from sick leave until 2000 hours if his absence was caused by a medical or dental emergency affecting himself or his immediate family members. The member must report his anticipated time of return at the time the leave is requested. If overtime is required, the member shall be required to take no less than four hours sick time. The City shall have the right to request verification, upon return to duty, for purposes of this provision.

f. Probationary Employees

No probationary employee shall be denied the opportunity to draw upon his accumulated sick leave credits during his probationary period. However, should a probationary employee's service within the department cease before the completion of his probationary period, he shall not be paid for his accumulated sick leave credits under Section 1, a. above.

g. Borrowing of Sick Time

An employee shall be permitted to borrow sick time from other fire fighters in the Department. Prior to his borrowing of sick time he shall secure the approval of the employer, who shall not withhold approval arbitrarily or unreasonably. No employee shall be permitted to loan sick leave hours unless he shall have accumulated two hundred fifty (250) hours of sick leave. Upon his return the fire fighters shall sign a written authorization repaying the borrowed sick time, which the employer shall honor upon receipt thereof, subject to the foregoing conditions.

h. All resignations must provide the employer with a two week notice prior to the last day of work. When an employee resigns their position with the City, every sick leave occurrence from the date of the resignation through the last day of work must be substantiated with a doctor's certification.

i. Leaves of absences as set forth in this contract shall be applied consistent with the Family Medical Leave Act.

Section 2. Personal Business Days

a. Three (3) personal business days shall be allowed with pay upon written application and approval of the Chief of the Department during each year of this Agreement. Personal business days shall not be carried over from year to year. In addition, personal business days shall be allowed to be taken in conjunction with a vacation in accordance with Section 2b of this Article.

b. Personal business days shall not interfere with the procedure for cancelled vacation days. Once the procedure is completed, the cancelled day will be on a first come first serve basis and personal business days can be utilized. The use of personal business days on all other days will continue as it has in the past.

c. Personal business days may be allowed to be taken in increments of four (4) hours with the approval of the Fire Chief. This time off will be over and above the two (2) man limitation and will not effect the minimum manpower. If, however, no one can be hired to fill the possible overtime period, the request may be denied.

It is agreed that the language in Article XIV, Section 2c will be reviewed after one year of implementation.

Section 3. Leave of Absence

a. Military Leave

Members of the Armed Forces Reserves or National Guard will be paid a maximum of one (1) week's pay while they are engaged in normal reserve training periods, provided that proof of service is submitted. If required to serve more than one (1) week, the employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.

b. Funeral Leave

In the event of a death in the immediate family of the employee, he shall be entitled, when so required, to absent himself from work for the next seven (7) calendar days with regular pay for scheduled work days to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be husband, wife, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, step-child, step-father and step-mother. Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an aunt, uncle, uncle-in-law, aunt-in-law, niece, nephew, brother-in-law, sister-in-law and grandparent-in-law. The foregoing time shall not be deductible from sick leave or vacation time.

Section 4. Members Working Forty (40) Hour Shifts

The provisions of Sections 1, 2, and 3 above shall, insofar as applicable, apply to members working forty (40) hour shifts. For 40-hour personnel, the limitations set forth in Section 1, a. 1 shall be eight hours and shall be indexed pursuant to Section 1, c. The limitations set forth therein (that is, in Section 1, a.2) for 40-hour personnel shall therefore reflect the following.

1/1/88	1786 hours
1/1/89	1714 hours
1/1/90	1642 hours
1/1/91	1600 hours

This indexing shall also apply to Section B. Payment of sick leave time for all 40-hour personnel shall be based on a 40-hour rate.

ARTICLE XV - ILLNESS AND INJURY

Section 1. Duty Related

Provisions of Workmen's Compensation Laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty. Each full-time employee and each probationary employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the City at his regular rate of pay for the duration and Workmen's Compensation Benefits, without loss of sick leave. All Workmen's Compensation checks shall be signed and turned over to the City. (All medical bills paid out on the behalf of the employee shall be paid within a reasonable time.) No employee shall receive from the City the above supplemental payment while he is drawing a disability pension. During any period when said payments are not subject to federal income tax, the above payment shall be reduced by 20 percent (20%).

Employees who are off work and required to attend doctor's appointments, physical therapy, and related care/treatment shall not receive additional compensation until the employee returns to work.

Employees off work on duty related illness or injury may be required to work a light duty assignment upon the approval of the Fire Chief and the written approval of the employee's doctor. Employees may be considered for assignment to either an eight (8) hour or a twenty-four (24) hour work day schedule after thirty (30) calendar days.

Section 2. Non-Duty Related

Any member who is disabled due to illness or injury not as a result of the performance of his duty, upon written notice from his doctor, or, if the City should prefer, a doctor appointed by the City, but at the employer's expense, shall be returned to limited duty. If after the doctor's approval the employee is ordered to return home until he is able to resume his regular duties, it shall be without loss of sick days. Limited duty shall include "Houseman's Duties" at three positions with the usual rules as to transfer and seniority applying if necessary; however, at no time shall there be more than one "Houseman" on each unit. Limited duty shall also include "House Officer's Duties" for a ranking officer, which shall consist of limited duties appropriate for an officer of the rank held, for one additional position with the usual rules as to transfer and seniority applying if necessary.

Employees performing in the capacity of "Houseman" or "House Officer" shall be entitled to perform in those capacities while eligible for limited duties, until either (1) they are eligible for regular retirement under Act 345 or (2) they have

performed in the capacity on a full-time basis for five (5) years cumulative, whichever comes first; except that condition (2) above shall have no application to employees performing in those capacities on a full-time basis as of January 30, 1981.

An employee shall use a minimum of one (1) sick day before they can return to work on limited duty.

Employees may be considered for assignment to an eight (8) hour work day schedule after fourteen (14) calendar days.

ARTICLE XVI - INSURANCE

Section 1. Life and Accident

All employees are to be provided Forty Thousand Dollars (\$40,000.00) life insurance, with no change in employee contribution.

Section 2. Medical and Hospitalization

The Blue Cross Blue Shield Preferred Provider Organization (PPO) program will remain in effect. The riders covered include comprehensive hospital, D45NM, OPC, CC, MVFII, ML, DC, COB-3, MMC-PD, SATII, SOT-PE, GLE-I, CNM, Prescription Drugs (\$5.00 deductible), PD-MAC, Master Medical, Trust 15, Plus 15, MMC-POV, HMN, BMT, RAPS, RAPS2, XTMJ, MMCXTMJ, PTB, MMC-PTB, Preferred RX, VST, FAE-RC. In addition to this, employees may participate in mail order prescriptions with a \$5.00 deductible for each employee (probationary employees included) and their families.

Retirees shall receive the same benefit (with full family coverage) however, without the (PPO) and MMCPOV riders or increased prescription drug deductible. Retirees under this contract and future retirees will have a \$5.00 prescription deductible. Where a retiree or spouse of a retiree is able to provide equal or greater medical-hospitalization coverage through an employer, then said retiree shall not be eligible for benefits under this provision. To be eligible for benefits under this provision, a retiree or spouse who is employed shall be required to submit by April 30 preceding the fiscal year any and all W-2 forms from all sources of employment for his/her spouse. This will include all members of the department now retired. Spouses of the deceased retirees shall receive complete coverage under this section as long as they receive City Pension benefits under a plan of the Pension and Retirement Act. This coverage which provides for a semi-private room, shall include for a period of two (2) months all seniority and probationary employees who have exhausted their vacation and sick days. Retirees and spouses are required under this section to apply for Medicare, if and when eligible, with the premiums being paid by the City from the Act 345 millage, and with

the understanding that coverage provided is comparable to or better than the existing plan.

The members of the bargaining unit may use the alternative health care provider SelectCare without the optical rider. However, the employer agrees to pay the cost for SelectCare up to the PPO rates. If any one coverage rate exceeds the PPO rate, then the employee agrees, through the payroll deduction, to pay the monthly premium difference. Retirees may also have the option to use the alternative health care provider with the optical rider, but without the co-pay addressed above.

Section 3. Dental Insurance

The City shall provide at no cost to employees Delta Dental Insurance covering each employee and employees' allowable dependents per carrier definition, with a benefit level of 80 percent (80%) of treatment costs paid by Delta on Class I and a benefit level of 80 percent (80%) of treatment costs on Class II benefits with a \$1,000 maximum per person per year.

Section 4. Orthodontics

Members of the bargaining unit shall be provided with Delta Dental orthodontics rider, \$1,000 maximum, fifty (50%) percent co-pay.

Section 5. Optical

The City will provide optical coverage by BC/BS VCA-80 and FLVA-A. VCA-80 provides for vision testing examinations every twenty-four (24) months with a \$5.00 co-payment (at participating providers). Regular or contact lenses and frames every twenty-four (24) months with a \$7.50 co-payment (at participating providers). FLVA-A amends the twenty-four (24) month rule on lenses frames and testing examinations to every twelve (12) months.

Section 6. Carriers

The City may change insurance carriers at any time with the permission of the Union. The City may, at its discretion, enter into an administrative service contract with the City's hospitalization insurance carrier.

ARTICLE XVII - JURY DUTY AND WORK RELATED COURT TIME

Section 1. Jury Duty

a. Any employee who serves four or more hours of jury duty in a single day is not required to return to duty.

b. Any employee scheduled for jury duty on the day following a regular work day shall be released at 2400 hours on the work day.

Section 2. Work Related Court Time

a. Any employee required to appear in court for a work related incident shall be released from work with full pay and benefits.

b. Any employee required to appear in court for a work related incident on the employee's day off shall be paid overtime.

ARTICLE XVIII - SCHOOLING

Section 1. Supplemental Pay for Higher Education

a. The City agrees to pay each member of the Fire Department annual supplemental pay on the following basis:

<u>Semester Credits</u>	<u>Quarterly Credits</u>	<u>Payment</u>
30	45	\$150.00
60	90	\$300.00
90	135	\$450.00
120	180	\$600.00
Degree (Bachelor, Masters)		\$600.00

b. The annual payment will be paid on a calendar year basis in a separate check combined with shift differential, EMT and/or ALS, Cost of Living Adjustment and clothing and cleaning by July 30th on credits earned as of June 1st.

c. The following courses shall be allowed for credits:

- i. ACCOUNTING LANGUAGE
- BIOLOGICAL SCIENCE LAW ENFORCEMENT
- BIOLOGY LITERATURE
- BUSINESS LAW MANAGEMENT
- CHEMISTRY MATHEMATICS
- COMMUNICATIONS NATURAL SCIENCE
- ECONOMICS PHILOSOPHY
- ENGLISH PHYSICS
- EMT COURSES POLITICAL SCIENCE
- FIRE SCIENCE PSYCHOLOGY
- GENERAL BUSINESS READING DEFICIENCY/
(College of) STUDY SKILLS
- GENERAL EDUCATION SOCIAL SCIENCE
- HISTORY SOCIOLOGY
- INHALATION THERAPY SPEECH
- JOURNALISM STATISTICS
- LABOR STUDIES

ii. Corresponding Courses from all Colleges

iii. Vocational Education Courses related to the Fire Service, including, but not limited to:

WELDING	HYDRAULICS
ELECTRONICS	MECHANICS
BUILDING CONSTRUCTION	BLUE PRINT READING
ELECTRICAL	

iv. Required courses taken pursuant to a degree program.

v. Courses other than from an accredited college relating to the Fire Service. When the eligibility of these courses is in doubt, they must be approved by the Educational Committee.

d. An educational committee consisting of one (1) member from the Fire Department and two (2) members appointed by the City shall be established and any questions of eligibility of courses or credits shall be referred to the Committee.

Section 2. Cost of Books, Supplies and Tuition

a. The cost of books, supplies and tuition for college courses that result in college credit will be assumed by the City for any employee who may wish to further his education in the field pertaining to Fire Service. See courses allowed for credit, Section 1.c. and d. Requests for reimbursement for books, supplies and tuition for fire service courses, which are voluntarily attended by members of the unit but do not result in college credit, must be submitted to the Chief in advance for approval. Before acting upon any request, the Chief will solicit input from the Union. The Chief must approve or disapprove reimbursement for non-college credit courses in writing within ten (10) days of the request. The cost of books, supplies and tuition for college courses that result in college credit will be assumed by the City up to \$1,000 per year, for the purpose of obtaining one bachelor's degree for any employee who may wish to further his education.

b. If any employee obtains a four-year degree while participating in this funded program sponsored by the City, and if that employee resigns from his employment prior to the expiration of a three (3) year period from the date he received that degree, he must then reimburse the City for their expenses, under this Section, which enabled him to obtain that degree. This provision shall not affect those employees who have participated in this program prior to July 1, 1974.

c. If any employee is receiving educational benefits in the form of money from a government source, i.e., G.I. Bill, etc., then he shall be ineligible for reimbursement from the City under this program.

ARTICLE XIX - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Fire Protective Clothing and Equipment

The City shall furnish all employees with proper, safe and suitable protective clothing and equipment as needed.

Section 2. Payment and Amount

Each employee shall receive a clothing and equipment improvement allowance once a year, payable on July 31 of that year, in the amount of \$300.00.

All fifty-six (56) hour employees shall also receive a \$200.00 cleaning allowance once a year, payable on July 31 of that year. For Fire Department personnel working 40 hours per week, the cleaning allowance shall be in the amount of \$300.00.

Effective in July 1996, the annual payment will be paid by July 30th combined with COLA, ALS, EMT, schooling and shift differential payment.

Section 3. Uniforms

Dress and work uniforms and equipment shall meet the standards as set forth in the Uniform Specifications Memorandum dated October 24, 1996, and any changes in said Memorandum shall require agreement of the Union.

Section 4. Personal Linen

The City shall furnish each fire fighter personal linen included initially two sets; each to be comprised of a bottom fitted sheet, a top flat sheet, and a pillow case and shall furnish one additional set each year thereafter. It shall be the responsibility of each fire fighter to maintain their own personal linen.

The City shall also provide a personal pillow and a pillow cover and a mattress cover to each fire fighter. These shall be replaced every three years.

The City shall install forced air hand dryers and paper towel dispensers in all bathrooms.

ARTICLE XX - PERSONAL ARTICLES - DAMAGE

The City will repair or replace any item broken or damaged in the line of duty (watches, glasses, etc.) not through the negligence of the employee.

ARTICLE XXI - SENIORITY

A bargaining unit member shall have departmental seniority based upon his departmental date of hire. He shall have seniority in rank based upon his date of appointment to that rank. Departmental seniority and seniority in rank shall be applied as set forth in this agreement and under Act 78. Unless otherwise specified, "seniority" shall be departmental seniority.

The probation period for new employees shall be one (1) year.

ARTICLE XXII - PROMOTIONS AND LAYOFFS

a. Promotions and layoffs shall be in accordance with Act 78 of Public Acts of 1935, as amended, except as otherwise provided in this Article. Commencing after the expiration of the present list, in compilation of a promotional list for the rank of lieutenant and/or battalion chief (formerly referred to as sergeant and/or lieutenant), candidates shall be listed and selected in seniority by longest years of service. Candidates must have at least five years of fire service to be considered for the appointment to lieutenant. Candidates must have two years at the rank of fire suppression lieutenant immediately prior to the promotion to battalion chief.

A lieutenant must complete Fire Officer I prior to completing probation (it may be extended).

A fire suppression lieutenant must complete Fire Officer II prior to being promoted to the battalion chief position.

A battalion chief must complete Fire Officer III prior to completing probation (it may be extended).

All Fire Officer classes will be completed by the employee on their own time with the tuition paid for by the City.

It is agreed that if there are any unseen problems or issues in Article XXII Section a. of the current contract language regarding seniority promotions, that either party may petition the other for a special conference to discuss the situation. The conference will be held within ten (10) calendar days of the petition being received by the other party.

It is also agreed that the changes in titles from sergeant to lieutenant and from lieutenant to battalion chief are name changes only, without change in basic duties or remuneration in the term of this Agreement unless otherwise agreed by the parties.

b. In the compilation of any promotional list thereunder, the written examination shall be given a weight of seventy percent (70%) and the oral examination shall be given a weight of thirty percent (30%). In addition each candidate shall be credited with three quarters (3/4) of a point for each year of service.

c. Whenever a temporary opening in a rank occurs and the Fire Chief determines to fill that temporary opening, the next person on an established list for that rank will act in that position. Should no list be available for that rank, the next person in seniority shall act in that position.

d.

1. There shall be an oral board composed of three (3) professional fire department officers of equal or higher rank to the position being tested, selected and supplied by the Michigan Municipal League in accordance with their rules and procedures. Oral board members selected must not be residents nor employees of the City of St. Clair Shores.

2. The Oral Board Exam shall take place before the written test. No member of the Oral Board shall be given the results of any written exams at any time.

e. Effective with the next promotional list after Fire Inspector, it is agreed that all written promotional examinations shall be based on a percent score not a "State Percentile" or "Standard Score." The testing agent shall continue to be the Michigan Municipal League.

f. The parties to this Agreement, through collective bargaining negotiations pursuant to PERA, MCLA 423.201 et seq.; hereby agree that the selection of fire chief of the St. Clair Shores Fire Department shall be determined through a selection process adopted by the City in the exercise of its discretion and without regard to the provisions of Act 78, MCLA 38, et seq. Any member of the bargaining unit who otherwise meets the minimum requirements for participating in the selection process for fire chief shall not be excluded based upon his/her status as a member of the St. Clair Shore's Fire Department.

ARTICLE XXIII - MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions

a. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

b. The normal daily and weekly work schedule for the members in the Department shall be maintained unless a valid reason for temporary alterations in the schedule shall arise.

c. The City shall provide and maintain adequate and suitable living conditions at the stations. This provision shall apply both to the furnishings and the physical facilities.

Section 2. Unilateral Changes Prohibited

The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement, or otherwise.

Section 3. Relation to Regulations, etc.

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken in order to render such ordinance or resolution compatible with this Agreement.

ARTICLE XXIV - WORK RULES AND REGULATIONS

Section 1. Rules and Regulations

The City shall have the right to promulgate reasonable work rules and operational procedures which do not conflict with the express provisions of the collective bargaining agreement. The rules and operational procedures shall be discussed with the Union Executive Board and the Chief before posting or implementation. The Union reserves the right to grieve any work rule or operational procedure which it deems unreasonable or conflicts with the provisions of the collective bargaining agreement.

Section 2. Housekeeping Duties

Housekeeping duties will not be scheduled so as to interfere with training sessions.

Section 3. Transfers

Unit Selection. Unit designations shall be established by seniority as follows:

a. Unit assignments for all 56 hour personnel shall be made on the basis of departmental seniority.

b. Annual unit transfers will take place prior to the start of the new vacation schedule. Any member having a vacation selection on their present unit shall not be transferred to their

new unit until said vacation is completed. Postings for unit assignments along with vacation picks shall commence on or before October 1st. Unscheduled and necessary transfers for the purpose of achieving a higher designation within the department, due to retirement, promotion or other reason, shall be afforded only the person next in seniority wishing the higher classification. The person afforded the opportunity for transfer may lose his vacation selection except in the case of an upgrade in pay in which case the prior vacation selection shall be maintained. There will be one transfer for each situation. No other fire fighters shall lose their rights or vacation due to uncheduled transfers. This section does not apply to promotions which are covered by Article XXII.

c. When a probationary employee is first assigned to a unit, manpower may be balanced by the Chief through transfers. These transfers shall be offered by seniority. If no voluntary transfer is possible, an involuntary transfer may be made in reverse order of seniority. No person shall lose his rights or vacation as a result of said transfer.

An excess houseman on a unit may be transferred, and the shifts then balanced, as above, but no person shall lose his rights or vacation as a result of such transfers.

If the fire fighter is returned to his original unit, any benefit granted by vacation pick chosen during the period of the transfer shall be maintained.

Station Selection. Station designation shall be established by seniority as follows:

a. All fire fighters below the rank of Battalion Chief (Lt.) will be afforded the opportunity to select, every six months, the station of their choice.

b. Station selections for Lieutenant (Sgt.) will be made every six months by departmental seniority.

c. Station selection for the classification of fire fighter, driver-engineer and fire fighter/E.M.T. will be made every six months by departmental seniority within their unit.

d. All probationary employees shall be subject to transfer at the discretion of the Chief in a manner best suited to train that employee to be a professional fire fighter.

Section 4. Non-Fire Fighting Duties

No Union officer or any fire fighter shall interfere or attempt to influence any member from volunteering to do non-fire fighting duties such as mechanical, electrical, etc., after that

member's assigned regular duties are completed and the non-fire fighting duties do not affect the duties or position of non-volunteering fire fighters on duty, or reduce the daily manpower at each station.

Section 5. Trash Bags

Bargaining unit members shall not be required to sell trash bags.

Section 6. Competence Reports

The present system of competence reports shall no longer be used. All reports prepared thereunder shall be retained. The City shall be permitted to implement any system of written evaluations which has the agreement of the Union and the Chief.

Section 7. Overtime for Training

Effective July 1, 1987, the current practice requiring the City to replace fire fighters sent to training school during duty hours, when the Department is otherwise at minimum manning levels, shall be eliminated and the City shall not be required to replace fire fighters sent for training, provided the Department is otherwise at minimum staffing levels.

ARTICLE XXV - SAFETY COMMITTEE

Section 1.

The City, Fire Department and the Union agree to cooperate to the fullest extent in the promotion of safety.

Section 2.

A Safety Committee shall be formed consisting of two (2) employees representing the Union, the Fire Chief or his designee and the City Manager or his designee.

Section 3.

The Safety Committee shall meet quarterly and at such other times as deemed necessary by the Union, the Fire Department or the City.

Section 4.

The Committee members shall be permitted to conduct investigations of health and safety problems brought forth within a quarterly meeting deemed necessary by the Union, the Fire Department or the City without loss of either pay or time off.

Section 5.

All recommendations and reports from the Safety Committee shall be in writing and copies shall be submitted to the City Council, the Fire Department and the Union.

Section 6.

The City shall, within fifteen (15) days of its receipt of reports or recommendations, issue a written decision as to what action shall be taken on the report or recommendation.

Section 7.

Under this Article, a "recommendation" shall consist of a statement of facts and a majority recommendation of action. A "report" shall consist of statements of facts and recommendations from members of the Committee on problems where a majority recommendation cannot be had.

Section 8.

Should the City fail to implement a majority recommendation, that failure may be submitted directly to arbitration pursuant to this contract. The arbitrator shall order the implementation of the recommendation unless the City shall show good and substantial cause for not implementing the recommendation.

Section 9.

Should the City fail to implement a report submitted only by Union committee members, that failure may be grieved and arbitrated pursuant to this contract. The arbitrator shall order implementation of the Union report if the Union shall show good and substantial cause for implementing the report.

ARTICLE XXVI - MUTUAL AID

Section 1. Future Mutual Aid Pacts

The City agrees to meet with the Union 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 Union 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 Union to discuss the problem.

ARTICLE XXVII - GRIEVANCE PROCEDURE

Section 1.

If the alleged grievance involves a matter covered by Civil Service and not covered by this contract, their procedure will be followed.

Section 2.

Should any difference or complaint arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved by the following grievance procedure:

Step 1. If an employee feels he has a grievance, he must discuss the grievance with a member of the Fire Fighter's Union Grievance Committee, who may then discuss it with the immediate supervisor. Any grievance relating to discipline of a member of the Union must proceed to Step 1 within ten (10) calendar days of the time the Grievant knew or should have known of the event giving rise to the grievance. Any grievance concerning a non-disciplinary matter must proceed to Step 1 within twenty-two (22) calendar days of the time the Grievant knew or should have known of the event giving rise to the grievance. Failure to grieve within the applicable time limit shall result in waiver of the grievance.

Step 2. If the alleged grievance remains unresolved, the grievance will be filed within five (5) days, in writing, to the Fire Chief, or as soon as he is available. The Fire Chief will answer the grievance within five (5) days, in writing. Upon his failure to do so, the grievance may be submitted to step 3.

Step 3. If the alleged grievance remains unresolved, the grievance shall, within five (5) days, be presented to the City Manager, who shall reply in writing within ten (10) working days.

Step 4. If the alleged grievance remains unresolved, either party may, within thirty (30) days, request arbitration. An arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall submit to both the Union and the City a list of seven (7) arbitrators. Beginning with the moving party, each party shall strike names from the list until only one name remains. That person shall be appointed as the

Arbitrator. The arbitration shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be borne by the party against whom the decision is rendered.

Section 3. - Other Remedies

a. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

b. All employees shall have the right to be represented by the President of the Union or his designated delegates at all disciplinary conferences or procedures.

c. A copy of the charges shall, within a reasonable time, be given to the Union of any disciplinary action taken against any employee which may result in official entries being added in his work record.

d. The claim of any permanent employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance. The employee shall have the option, after Step Three, of electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Union, of electing to proceed to arbitration under Step Four.

e. Failure of the Union to appeal the grievance to the next highest step shall constitute acceptance of the City's last response. Failure by the City to act upon a grievance at Step 3 within the specified contract time shall result in a grant of the relief requested in the grievance.

f. All time limits on the grievance procedure may be shortened or extended by mutual agreement in writing.

ARTICLE XXIX - STRIKE PROHIBITION

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

ARTICLE XXX - PENSIONS

Section 1.

Pensions have been and shall continue to be provided pursuant to Act 345. Average final compensation shall mean "the average of the three (3) years of highest annual compensation received by a member during their ten (10) years of service immediately preceding his retirement or leaving service." For the

first 25 years of service, the factor to be applied for each year of service shall be 2.8%, to a maximum of 70%, times the average final compensation. The multiplier shall be 1% for each of the years from years 26 through 30 years to a maximum of 75% times the final average compensation.

Section 2. Annuity Withdrawal

Members may, thirty (30) days prior to separation from service and upon meeting eligibility for service retirement, elect to withdraw in a lump sum all amounts standing to the credit of the member in the annuity savings plan (defined contribution plan) which consists of the employee's annuity plan contributions and regular interest (or defined in the plan provisions) credited thereon. Upon the election and payments of accrued contributions, the retiring employee's monthly pension will be reduced by an amount which is the actuarial equivalent of the accumulated contribution paid. The actuarial equivalent amount will be determined by the City's actuaries on the basis of the interest rate published monthly by the Pension Benefit Guarantee Corporation for use in converting a series of monthly annuity payments into a lump sum value and the 1983 group annuity mortality table, no years for males and six (6) years for females.

Section 3.

The City and the Union agree to reduce the member's contribution to the retirement system (Defined Contribution Plan) from four (4%) percent to two (2%) percent effective July 1, 1998. The City's contribution to the retirement system (Defined Benefit Plan) shall be increased to the extent necessary, if any, so as to offset the reduction in the member's contribution to the retirement system and assure the actuarial sufficiency of the system as required by MCLA 38.559.

Section 4. Survivorship

Should a vested member of the St. Clair Shores Police-Fire Pension system die before electing his or her retirement option, there will be an automatic assumption that had the member lived, he or she would have chosen the survivorship option in order that the member's surviving spouse shall receive the appropriate pension benefits. In the case of no surviving spouse, this section shall not apply. Vesting, for purposes of this section, shall mean any employee who has earned ten (10) or more years of retirement service credits.

Section 5. - FAC

The FAC shall include all remuneration received through payroll checks issued to employees before the retirement date (including retiree retroactive payments) excluding ICMA, military, prior service and layoff lump sum payments to members. It shall

exclude only accumulated sick pay paid in a lump sum upon retirement and accumulated vacation pay paid upon retirement.

Section 6.

Members of the bargaining unit may retire after twenty-five (25) years of service to the City regardless of age.

Section 7.

Effective July 1, 1994, retirees or survivor beneficiaries will receive a post retirement increase of 5% at age sixty (60) or five years after retirement whichever occurs first, based on the amount of retirement allowance being paid at the time. A second increase of 5% compounded effective five (5) years after the first increase will be provided. Also, the City agrees to restore the pop-up provision retirement option to the regular retirement option to a retiree if the survivor beneficiary precedes the retiree in death.

Section 8.

The parties agree that the amount of sick leave and accumulated vacation time paid out at retirement pursuant to Article XIV, Section 1(b) and Article XIII, Section 4, shall be considered a retirement benefit and administered as a benefit upon retirement similar to the procedures provided by Act 201 of 1968 of the State of Michigan statutes. It is expressly further agreed that the benefit will continue to be administered by the employer and will be considered an adjunct retirement benefit for state and local law including funding (and millage) purposes but will not be a formal part of the Retirement System trust fund provisions and the Retirement System will be merely a funding pass-through relative to this adjunct retirement type benefit. The obligation will continue to be that of, and administered by, the employer, similar to the hospitalization (medical benefits) provided to the retirees by the employer. The administration of, and obligations regarding, this benefit are that of the employer (and not the retirement system) and will continue to be governed by collective bargaining and applicable state law including the Public Employees Relations Act. This provision is expressly limited by and will be null and void as to the involvement of the Retirement System (but not to the employer) in the event of any determination by any competent forum with appropriate jurisdiction (such as a court or other regulatory body) that this provision, notwithstanding the intent of the parties as described above, results in adversely affecting the qualified status of the Retirement System plans.

ARTICLE XXXI - GENERAL

Section 1. Separability

This Agreement is subject to the Laws of the State of Michigan with respect to the powers, rights, duties and obligations

of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. Distribution of Agreement

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

Section 3. Management Rights

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, all rights, which ordinarily vest in and are exercised by employers, except such as are modified, limited or relinquished herein, are reserved to and remain vested in the City.

ARTICLE XXXII - MINIMUM MANPOWER

Section 1.

The City shall maintain on duty at all times at least thirteen (13) members of the bargaining unit; except that members of the unit working forty (40) hour per week schedule shall not be included in computing the number of members on duty.

Section 2.

The minimum manpower requirement at each station shall be:

When (minimum overall is) at 14
North End - 3
South End - 3
Central - 8

If (minimum overall is) at 13
North End - 3
South End - 3
Central - 7

Nothing herein is intended nor shall be construed to preclude or in any way inhibit the City's right to permanently close any station, but any such closing shall not reduce the applicable minimum.

ARTICLE XXXIII - TERM OF CONTRACT

Section 1. Duration

This Agreement shall be effective the first day of July, 1997 and shall remain in force and effect to and including June 30, 2000.

Section 2. Notification

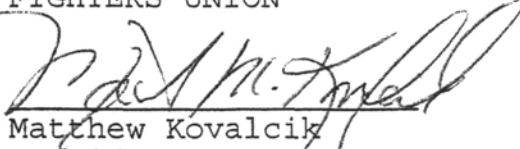
In the event either party wishes to terminate this Agreement, they shall give written notice at least one hundred twenty (120) days prior to the termination date. In the event no notice is given, the contract shall continue on a year-to-year basis, unless termination is given one hundred twenty (120) days prior to any anniversary date. The termination date of this contract is June 30, 2000.


Section 3. Extension

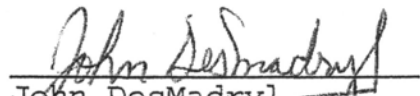
In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

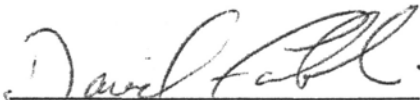
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

ST. CLAIR SHORES FIRE
FIGHTERS UNION

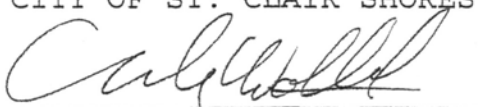

Matthew Kovalcik
President


Timothy Bobcean
Vice-President


John DesMadryl
Secretary


David Fabbri
Treasurer

CITY OF ST. CLAIR SHORES


Mark Wollenweber
City Manager


Jack L. Fields
City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
FIRE FIGHTERS IAFF LOCAL 1744

The parties hereby agree to provide for the implementation of SMIRT in the City of St. Clair Shores in cooperation with the other cities incorporated under SMIRT by-laws.

The parties agree that St. Clair Shores fire fighters participating as SMIRT members are acting in their capacity of city employees covered by wages, benefits, and other conditions of employment as set forth in the collective bargaining agreement. Further, employees participating in SMIRT are covered by applicable worker's compensation and liability insurance held by the city of St. Clair Shores.

The city of St. Clair Shores and the Union agrees to participate in SMIRT as set forth in its by-laws.

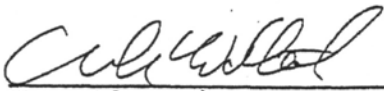
An on duty fire fighter assigned to a SMIRT incident or training outside the City or on training within the city which renders a fire fighter unable to respond to a fire or medical emergency, will be replaced if staffing falls below minimum.

A fire fighter once electing to participate in SMIRT must so for a minimum of three years after the completion of training. If there is not a sufficient number of volunteers for SMIRT, the parties agree to reopen the discussion on SMIRT operations.

All baseline physicals will remain confidential between the medical clinic and the employee.

If there are more than two SMIRT volunteers, no more than two per shift shall be allowed to attend SMIRT training outside of the city.

The Hazmat Technician school will be offered for a minimum of two fire employees to attend every two years. Additional classes may be added as the need arises.



For the City

12-29-95
Date



For the Union

1-4-95
Date

Memorandum of Understanding

Equal Treatment

This memorandum of understanding entered into this 11th day of March, 1997, by and between the City of St. Clair Shores (herein the "City") and Local 1744, St. Clair Shores Fire Fighter's Union, (herein the "Union") as follows:

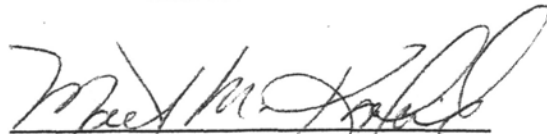
The City agrees that if during the term of this Agreement the Police Officers Association are granted or awarded wages and/or benefits in excess of those granted by this Agreement, such improved wages and/or benefits will be provided to employees covered by this Agreement, including retroactively, if any.

City

Union

By 

Mark Wollenweber
City Manager

By 

Matthew Kovalcik
President

Letter of Understanding

between the

City of St. Clair Shores

and the

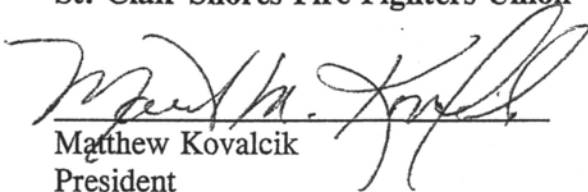
Fire Fighters IAFF, Local 1744


The parties hereby agree to provide the following list of parameters to follow in regards to Article XIV Section 2c for personal business days, effective July 1, 1997:

1. This benefit will not be used on any contractual holiday.
2. No more than two (2) persons shall use this benefit at any time.
3. To schedule time off, you must do so no later than two (2) weeks prior to the time off.

St. Clair Shores Fire Fighters Union

City of St. Clair Shores


Matthew Kovalcik
President


Mark Wollenweber
City Manager

7-1-97
Date

7-1-97
Date

LETTER OF UNDERSTANDING

BETWEEN THE

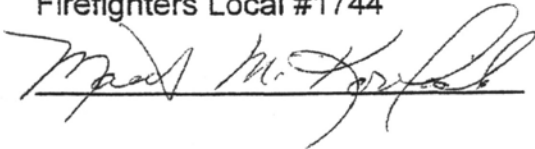
CITY OF ST. CLAIR SHORES

AND THE

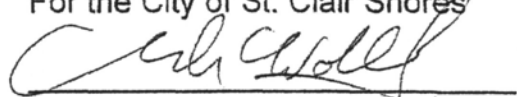
ST. CLAIR SHORES FIREFIGHTERS LOCAL #1744

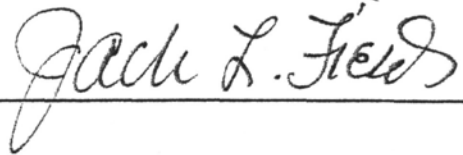
It is hereby agreed by and between the City Of St. Clair Shores and the St. Clair Shores Firefighters Local #1744 on this 18th day of December, 1997 that the Fire Chief will maintain and/or receive any collective bargaining pension benefits afforded members of this unit.

For the City of St. Clair Shores
Firefighters Local #1744



For the City of St. Clair Shores






**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
FIREFIGHTERS IAFF LOCAL 1744**

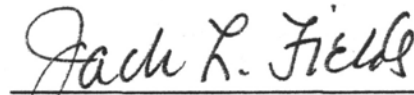
The parties hereby agree pursuant to Michigan Compiled Laws Annotated Chapter 408.477, Wages and Fringe Benefit Act, to adjust twice annually (on the last bi-weekly paycheck in June and December) for employees that have worked the entire year but have received regular compensation that does not equate to the annual salary set forth in the collective bargaining agreement.

The Fire Chief's office shall submit to the Finance Department a list of employees eligible for adjustment and amount to be compensated.

For the City of St. Clair Shores



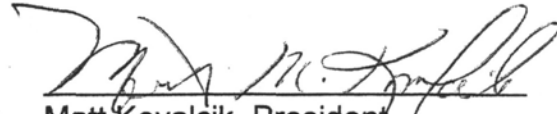
Linda K. Paladino
Asst. City Manager/Personnel Director



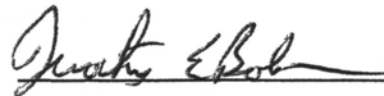
Jack L. Fields, City Clerk

1/20/98
Date

For the Union



Matt Kovalcik, President



1-20-98
Date

**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
FIREFIGHTERS IAFF LOCAL 1744**

REIMBURSEMENT ACCOUNTS

The parties hereby agree that effective May 1, 1998, the members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal law or regulation.

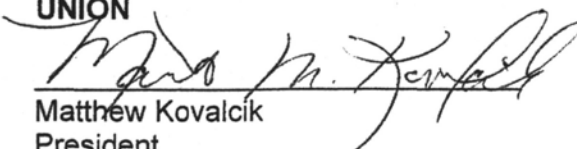
CASH IN LIEU OF BENEFITS

The parties further agree that effective May 1, 1998, each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand Dollars (\$1,000.00) annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the personnel director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1 of such calendar year, combined with other special pay items. For the first shortened year of implementation (1998), the insurance allowance will be a prorated amount of Six Hundred and Sixty-Seven Dollars (\$667.00). Any insurance allowance paid will count towards final average compensation.

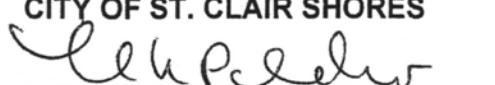
In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must reenroll in a City-sponsored health care plan. The City will endeavor to reenroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.

Retirees are not eligible to participate in the health insurance allowance program.

UNION


Matthew Kovalcik
President

CITY OF ST. CLAIR SHORES


Linda K. Paladino
Assistant City Manager/Personnel Director


Jack L. Fields
City Clerk

3-20-98
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES FIREFIGHTERS IAFF LOCAL #1744


It is hereby agreed by and between the City of St. Clair Shores and the St. Clair Shores Firefighters IAFF Local #1744 on June 2, 1998, the following changes to Article XXX, Pension:

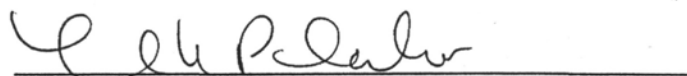
- ❖ Annuity Withdrawal. Effective with the first pay period ending in July, 2000 the following Pension Article XXX changes: members may, thirty days prior to separation from service and upon meeting eligibility for service retirement, elect to withdraw in a lump sum all amounts standing to the credit of the member in the annuity savings plan (defined contribution plan) which consists of the employee's annuity plan contributions and regular interest (or defined in the plan provisions) credited thereon without any reduction in the retiring employee's monthly pension.
- ❖ Article XXX – Pension, Section 3 is amended to read: The City and the Union agree to reduce the member's contribution to the retirement system (Defined Contribution Plan) from four (4%) percent to two (2%) percent effective July 1, 1998. The City's contribution to the retirement system (Defined Benefit Plan) shall be increased to the extent necessary, if any, so as to offset the reduction in the member's contribution to the retirement system and assure the actuarial sufficiency of the system as required by MCLA 38.559. Effective the first pay period ending in July, 2000, the employee's pension contribution shall be increased to a total of five (5%) percent.
- ❖ If an eligible employee elects to retire before the first pay ending in July, 2000, they may receive the Annuity Withdrawal provided they pay seven (7%) percent employee contribution on current and future Final Average Compensation from their retirement date through the last pay ending in June, 2000. The eligible employee may utilize the monies from their cashout. If the employee does not have the available funds from a cashout, they may submit a cash payment to the City of St. Clair Shores Police & Fire Retirement System.

UNION:


Matthew Kovalcik
President

CITY OF ST. CLAIR SHORES:


Mark Wollenweber
City Manager


Linda K. Paladino
Assistant City Manager/Personnel Director

6/02/98
Date

FIRE

COPY

	SALARY	B/W	06/28/98 HOURLY
FIRE FIGHTER - START 70% ⁹⁰	31,759.46	1,221.52	10.91
FIRE FIGHTER - 6 MONTHS 75% ⁹⁰	34,027.99	1,308.77	11.69
FIRE FIGHTER - 1 YEAR 80% ⁹⁰	36,296.52	1,396.02	12.46
FIRE FIGHTER - 2 YEARS 85% ⁹⁰	38,565.05	1,483.27	13.24
FIRE FIGHTER - 3 YEARS 90% ⁹⁰	40,833.59	1,570.52	14.02
FIRE FIGHTER - 4 YEARS 95% ⁹⁰	43,102.12	1,657.77	14.80
FIRE FIGHTER - 5 YEARS 100% ⁹⁰	45,370.65	1,745.03	15.58
DRIVER ENGINEER	47,639.18	1,832.28	16.36
LIEUTENANT (SGT)	52,629.95	2,024.23	18.07
INSPECTOR	52,629.95	2,024.23	25.30
BATTALION CHIEF (LT)	57,366.65	2,206.41	19.70
EMS COORDINATOR	52,629.95	2,024.23	25.30
FIRE MARSHAL	57,366.65	2,206.41	27.58
TRAINING OFFICER	57,366.65	2,206.41	27.58
ASSISTANT CHIEF	67,692.65	2,603.56	32.54