

June 30, 1976

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City of St. Clair Shores

Flit

*City of St. Clair Shores
 Fire Department
 26700 Harper St.
 St. Clair Shores, Mi. 48081*

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AGREEMENT

This Agreement, entered into this _____ day of _____, 1975, effective from July 1, 1974, between the City of St. Clair Shores, Michigan, a municipal corporation, hereinafter referred to as the City, and the St. Clair Shores Fire Fighters Association, Local 1744 of the International Association of Fire Fighters, hereinafter referred to as the Association.

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 Association, 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 Association 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 Association and who does not make application for membership shall, as a condition of employment, pay to the Association an amount equal to the Association's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

ARTICLE V - ASSOCIATION ACTIVITIES

Section 1. Purpose of Association

Employees and their Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation 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 Association. The City upon receipt of proper authorization from the member of the Association shall deduct monthly dues from the employee's pay and transmit same to the designated Treasurer of the Association by the tenth (10th) of the following month.

Section 3. Release Time

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

b. Members of the Association authorized by the Association to attend conventions or education conferences shall be allowed time off without loss of pay to attend such conferences or conventions. Such time off with pay shall be limited to three days in any calendar year accumulative to a maximum of six days over a two year period. Any additional time may be allowed without pay upon approval of the Fire Chief.

c. The Bargaining Committee of the Association will include not more than four (4) officers of the St. Clair Shores Firefighters Association and may include not more than two (2)

non-employee representatives. The Association will furnish the City Manager's office with a written list of the Association'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 Association.

Section 4. Bulletin Boards

The Association shall be provided suitable bulletin boards, including at least one at each fire station, for the posting of Association notices or other materials. The Association 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 Association and the Chief of the Department.

Section 5. Meetings

The Association 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

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.

ARTICLE VII - WAGES

Section 1. Pay Schedules - Based on Date of Hire
Firefighters and Personnel Hired Prior to January

1, 1970:

<u>Effective Date</u>	<u>July 1, 1974</u>	<u>July 1, 1975</u>
Firefighter	14,163	14,988
Sergeant	16,287	17,236
Lieutenant	17,590	18,615
Assistant Chief	20,845	22,056

Firefighters Hired After January 1, 1970:

<u>Effective</u>	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>
July 1, 1974	11,801	12,155	12,510	12,922	13,336	13,748	14,163
July 1, 1975	12,488	12,864	13,239	13,675	14,113	14,549	14,988

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

Firefighters required to attend fire training schools or seminars shall be paid for the actual time in attendance and each driver shall be paid \$.12 per mile travel allowance to and from such schools and seminars which are held outside the metropolitan area of St. Clair Shores.

Section 4. Longevity Pay

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

a. 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

2. Schedule of Longevity Pay Bases:

<u>Effective</u>	<u>July 1, 1974</u>	<u>July 1, 1975</u>
<u>Firefighter</u>	<u>14,475</u>	<u>15,300</u>
<u>Sergeant</u>	<u>16,646</u>	<u>17,595</u>
<u>Lieutenant</u>	<u>17,978</u>	<u>19,003</u>
<u>Asst. Chief</u>	<u>21,261</u>	<u>22,472</u>

b. All employees whose anniversary date falls between January 1 and June 30 shall be paid in November. Employees whose anniversary falls between July 1 and December 31 shall continue to be paid in November until the fiscal year in which they shall reach the next step in length of service. In that fiscal year he shall be paid the longevity as soon as possible after January 1, in no case shall it be longer than the 15th of that month. This money shall be paid at the same time of each year thereafter.

Section 5. Overtime Pay

All employees who are required to work more than their regular 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. When a fraction of an hour is worked overtime, 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

a. A rotating list of all Fire Fighting Divisions' personnel shall be used for all overtime. The list is to be posted and kept up to date.

b. Election may be made by an employee to accumulate up to forty eight (48) 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.

Section 6. Call-In Time

An Employee shall receive a minimum of four (4) hours pay any time he is required to report to his station. He shall receive premium time for the time actually worked. He shall receive straight time for the remainder of the minimum that applies.

Section 7. Stand-By Time

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

Section 8. Subsistence (Food) Allowance

All employees working a twenty-four (24) hour shift shall receive a subsistence allowance as follows:

For the period 7-1-74 to 7-1-75 2 1/2% of 14,579
For the period 7-1-75 to 7-1-76 3 1/3% of 15,404

These allowances shall be paid by June 30 of each year.

Section 9. Shift Differential

In the event any forty (40) hour a week employee works a rotating shift, he shall then receive a differential pay of two and one-half (2 1/2%) percent for afternoons (5:00 P.M. to 1:00 A.M.) and five (5%) percent for midnights (1:00 A.M. to 9:00 A.M.).
In the second year of this Agreement, effective July 1, 1975, such an employee shall receive a differential pay of three and one-half (3 1/2%) percent for afternoons and six and one-half (6 1/2%) percent for midnights.

Section 10. Cost of Living Allowance

All employees covered by this Agreement shall be subject to the following Cost of Living Allowance salary determined by the Cost of Living Allowance as set forth below:

a. The Cost of Living Allowance will be determined in accordance with changes in the Consumer Price Index, published by the Bureau of Labor Statistics, U.S. Department of Labor (1957-59 equal 100) and hereafter referred to as the B.L.S. Consumer Price Index.

b. Based on the Index as of July 1, 1974, an adjustment

in Cost of Living Allowance will be made on June 30, 1975, in the first year of the Contract, and based on the Index as of July 1, 1975, an adjustment in the Cost of Living Allowance will also be made on June 30, 1976, the second year of the Contract, based on the increase in the Index from July 1, 1975.

c. The amount of the Cost of Living Allowance that shall be effective for each annual period shall be determined in accordance with One Cent (.01) per hour for each one percent (1%) increase in the Index. The number of hours to be used shall be 2,080 plus all overtime hours.

c. The amount of any Cost of Living Allowance in effect at any time shall be included in computing overtime premium and shift premium but not for any other purpose.

e. In the event that the B.L.S. does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph b, any adjustment in the allowance required by the Index shall be effective on the first Monday after receipt of the Index.

f. No adjustments retroactive or otherwise shall be made due to any revisions which may later be made in the proposed schedule for the B.L.S. Consumer Price Index for any month on the basis of which the allowance has been determined.

g. If the price index shall fall, payment shall be based on the highest point during the twelve month period.

h. Regardless of the amount determined in accordance with the above procedures, under no circumstances will the Cost of Living Allowance paid to any employee under this agreement be less than \$416.00 in any one year, on a pro rata basis.

ARTICLE VIII - PARA-MEDICS

Section 1. Creation

As part of the Fire Department there shall be an initial complement of nine (9) para-medics who shall be assigned to active E.M.S. duties.

Section 2. Compensation

All Para-Medics shall receive an additional \$600.00 per annum, payable quarterly, in addition to their regular salary so long as they are assigned as Para-Medics.

Section 3. Para-Medic Eligibility

In the event there is in excess of nine (9) men who are qualified and duly certified as Para-Medics, they shall be retained on an eligibility list, first in the order of their dates of certification, and when those dates are identical, second in order of their seniority as defined by this Agreement. They shall be assigned in the capacity of a Para-Medic upon a vacancy occurring. Should an eligible member refuse placement in the capacity of a Para-Medic or resign from Para-Medic duties he shall then be placed on the eligibility list according to the date of his refusal or resignation.

Section 4. Training

The City shall pay the cost of tuition, books and supplies necessary to obtain Para-Medic certification.

Section 5. Manpower Requirements

(At such time as there are nine (9) members who are qualified and duly certified as Para-Medics) The City shall maintain a minimum of one (1) Para-Medic on duty at all times:

a. In the event no certified Para-Medic is on duty, a Para-Medic shall be called in from the roster of Para-Medics on active duty. In the event no Para-Medic is available from such roster, a Para-Medic shall be called in from the eligibility list.

b. In the event only one (1) Para-Medic is on duty a non-Para-Medic employee may drive the E.M.S. Vehicle.

Section 6. Assignment and Duties

Nine (9) Para-Medics who are qualified, duly certified and willing to accept a Para-Medic assignment shall be assigned to the E.M.S. unit and/or the ambulance. They will perform the same duties as a fire fighter when not actually engaged in Para-Medic duties.

Section 7. Fire Fighter Eligibility and Seniority

All Para-Medics shall maintain their eligibility and seniority status as fire fighters and continue to accumulate seniority in the Department. Any Para-Medic may voluntarily resign from Para-Medic duties and return to full-time fire fighting duties.

Section 8. Insurance, Legal Assistance and
Indemnification

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 his duties, he 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 purposes of advice and representation, shall provide for the payment of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage.

Section 9. Reopener

At any time during the term of this Agreement the Union and the City each shall have the right to reopen this Article on Para-Medics for negotiation of working conditions and operational procedures, by giving written notice of the adjustments desired. As soon as possible, but in no event later than seventy-two (72) hours after such notice, the parties will meet for negotiation of the adjustment and will endeavor in good faith to reach an agreement. This Article shall remain in full force and effect until such time as there is agreement on the adjustment. Any such adjustment which is agreed upon shall constitute an amendment to this Article.

Section 10. Compliance with Law

The City shall at all times comply with all federal, state or county statutes, ordinances, rules or regulations pertaining to the maintenance, manning and operation of an E.M.S.

ARTICLE IX - 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 work schedule for the Assistant Chief Officer and the members of the Fire Prevention Division is eight (8) hours per day and five (5) days per week. The hours for an eight (8) hour day are 9:00 A.M. to 5:00 P.M., and 5:00 P.M. to 1:00 A.M., and 1:00 A.M. to 9:00 A.M. The normal day schedule for the Fire Prevention Division is 9:00 A.M. to 5:00 P.M.; and for the Assistant Chief Officer the normal day schedule is 7:00 A.M. to 3:00 P.M.

Section 2. Trading of Days

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, furlough or vacation days, unless denied for justified reasons.

ARTICLE X - OUTSIDE EMPLOYMENT

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

ARTICLE XI - 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, Good Friday, Memorial Day, Independence Day, Labor Day, Armistice Day (Veteran's Day), Thanksgiving Day, the last regular working day prior to Christmas Day, Christmas Day, the last regular working day prior to New Year's Day, and one Additional Day (Employee's Birthday).

Section 2. Holiday Pay, Officers and Others

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

All members shall receive eight (8) hours for holidays based on a forty (40) hour week. Holiday pay for the respective ranks shall be computed upon the basis of the Longevity Pay Bases for each year as set forth in Article VII, Section 4, a.2 above.

All Lieutenants 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 Lieutenant.

ARTICLE XII - VACATIONS

Section 1. Eligibility and Amount

After completion of his probationary period, each employee shall earn two (2) three (3) twenty-four (24) hour work day vacations retroactive to his date of hire.

Vacations shall be earned on a calendar year basis and shall be pro rated for less than a full year's service. Vacations shall be computed on a calendar year basis - January to December.

Fire Fighting Division:

Over 5 through 10th year	Two (2) additional 24 hour longevity days
Over 10 through 15th year	Three (3) additional 24 hour longevity days
Over 15 through 20th year	Four (4) additional 24 hour longevity days
Over 20 years	Five (5) additional 24 hour longevity days.

Any Member Working a Regular Forty (40) Hour Work Week: (Based on eight (8) hour longevity days)

Up to 10 years of service	Two (2) 10 day vacations (1 winter, 1 summer)
Over 10 through 15th year	Four additional days

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 XIII - SICK LEAVE

Section 1. Fire Fighting Division

a. Accumulation of sick leave credits:

1. For the purpose of this section "sick leave" shall mean twenty-four (24) hour duty day.
2. Each employee shall acquire one (1) day of sick leave credit for each month of service rendered.
3. Sick leave credits shall be accumulated without limit and drawn upon from the total unused days accumulated, in the event of sickness of the employee. However, employees retiring or terminating employment will not be paid for sick leave credits accumulated in excess of two hundred (200) days.
4. One (1) personal business day shall be allowed with pay upon written application and approval

of the Chief of the Department, chargeable to sick time.

b. Charges against credits

1. In case of illness, the employee shall notify his immediate supervisor or proper authority of his illness. If the employee is off more than three (3) 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 City expense.
2. 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 employee'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 "Housemen'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 on each unit.

3. An employee shall be permitted to borrow sick time from other firefighters 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 days unless he shall have accumulated twenty-five (25) sick days upon his return. The firefighter shall sign a written authorization repaying the borrowed sick time, which the employer shall honor upon receipt hereof, subject to the foregoing conditions.

Section 2. Leave of Absence

a. 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 the next four (4) days with regular pay (leave days to be included but without pay unless a regularly scheduled work

day) 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, 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 3. Members Working Forty (40) Hour Shifts

The provisions of Sections 1 and 2 above shall, insofar as applicable, apply to members working forty (40) hour shifts.

Section 4. Retirement or Separation from City Services

All accumulated sick leave, according to Section 1 a. of this Article XIII, Sub-section 3, shall be paid the employee upon retirement, or to his or her dependents or estate in case of death, and fifty per cent (50%) on separation from service at his prevailing hourly rate, and one hundred per cent (100%) of prevailing rate on any type or form of retirement. He shall be paid eight (8) hours per day based on the rate for a forty (40) hour week.

Section 5. Posting on Bulletin Boards

At the close of each calendar year, the City shall post a list on the Fire Department bulletin boards, at each station, indicating the number of sick days accumulated during the past year for each employee, and the total number of days accumu-

lated during the past year for each employee, and the total number of days accumulated since the date of each fire fighters employment.

ARTICLE XIV - WORKMEN'S COMPENSATION

Section 1. Sick Leave

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 of Workmen's Compensation Benefits, without loss of sick leave. If a Disability Pension is being paid the direct city payment shall cease.

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).

ARTICLE XV - INSURANCE

Section 1. Life and Accident

All employees are to be provided Ten Thousand Dollars (\$10,000.00) life insurance, with no change in employee contribution.

Section 2. Medical and Hospitalization

The City shall assume the cost of Blue Cross-Blue Shield with Master Medical Rider and Drug Rider (\$2.00 deductible) for each employee (probationary employees included) and his family; and, for all retirees (with full family coverage) over age 60; and for all retirees under age 60 whose annual income for tax purposes, excluding pension paid by the City, is less than \$6,000.00. To include all members of the Department now retired. Widows of deceased retirees shall receive complete coverage under this Section, so long as she receives City Pension under a chosen (option) plan of the Pension and Retirement Act. This coverage, which provides for semi-private room, shall include for a period of two months all seniority and probationary employees who have exhausted their vacation and sick days.

Retirees and widows of retirees are required under this Section to apply for Medicare, if and when eligible, with the City paying the premium, and with the understanding that coverage provided is comparable to or better than the existing plan.

ARTICLE XVI - JURY DUTY

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

ARTICLE XVII - 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
<u>120</u>	<u>180</u>	600.00
Degree (Bachelor, Masters)		600.00

b. The annual payments will be divided into four quarterly payments with an adjustment made in the subsequent quarter when credits received in the current quarter places the employee in a higher percentage of degree category.

c. The following courses shall be allowed for credit:

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

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 within 60 days of signing the Contract. Any question 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 will be assumed by the City for any employee who may wish to further his education in the field pertaining to the Fire Service. See courses allowed for credit, Section 1(c) and (d).

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 expira-

tion 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 2, which enabled him to obtain that degree. This provision shall not affect those employees who have participated in this program prior to the execution date of this contract.

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 XVIII - 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 \$275.00.

Section 3. Supplemental Payment

All employees in the rank of Sergeant and above shall receive an additional \$100.00 cleaning allowance once a year, payable on July 31 of that year.

Section 4. Work Uniforms

Each employee below the rank of sergeant shall purchase four (4) sets of work uniforms annually.

ARTICLE XIX - 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 XX - SENIORITY

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935.

ARTICLE XXI - PROMOTIONS AND LAYOFFS

Promotions and layoffs shall be in accordance with Act 78 of Public Acts of 1935, as amended.

ARTICLE XXII - MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions

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.

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

b. All members of the department who have less than five years of service with the department shall be retained at the Central Fire Station except in emergency situations or where the service time of the men on the department will not permit it.

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 XXIII - WORK RULES AND REGULATIONS

Section 1.

The parties hereto agree to meet in subcommittee, no later than thirty (30) days following the execution of this Agreement, for the purpose of formulating mutually agreeable work rules and regulations. The subcommittee shall be composed of no more than four (4) pipemen and no more than four (4) supervisory persons.

Section 2.

The subcommittee shall meet as often as necessary in order to reach agreement on the work rules and regulations within sixty (60) days of its first meeting. If, at the conclusion of the sixty (60) day deliberation period some items remain unresolved

and not agreed upon, these items will be returned to the bargaining table for solution by the full bargaining committees of each of the parties to this Agreement.

Section 3.

Pending agreement of the parties to the proposed work rules and regulations, the existing work rules and regulations shall remain in effect unless changed by mutual agreement of the parties.

Section 4.

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

ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1.

If the alleged grievance involves a matter covered by Civil Service, 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 difference shall be resolved by following the grievance procedure:

Step 1. If an employee feels he has a grievance, he must discuss the grievance with a member of the Firemen's Association Grievance Committee, who may then discuss it with the immediate supervisor.

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.

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 five (5) days.

Step 4. If the alleged grievance remains unresolved, either party may, within thirty (30) days, request arbitration. Said arbitrator shall be selected in the following manner: The American Arbitration Association shall submit to both the Association and the City a list of five (5) Arbitrators and both parties shall select three (3) of the names contained on said list of five (5) as their selection. From the selections as submitted to the American Arbitration Association, they shall select the Arbitrator who shall determine the dispute. 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 employees by law.

b. All employees shall have the right to be represented by the President of the Association 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 Association 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.

e. Any grievance not appealed within five (5) working days by either party automatically means that the grievance has been dropped.

ARTICLE XXV - STRIKE PROHIBITION

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

ARTICLE XXVI - 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 Association 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.

ARTICLE XXVII - TERM OF CONTRACT

Section 1. Duration

This Agreement shall be effective the first day of July, 1974 and shall remain in force and effect to and including June 30, 1976.

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, 1976.

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 ASSOCIATION

Ray A. Lambert

[Signature]

Raymond H. Moenack

John M. [Signature]

CITY OF ST. CLAIR SHORES

[Signature]
MAYOR

G. J. [Signature]
CITY MANAGER

St. Clair Shores Fire
Fighters Association

Re: Transfers Among Stations

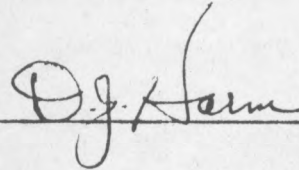
Gentlemen:

During the course of the recently concluded negotiations for our 1974-76 bargaining agreement, the Association presented the following proposal:

"Transfers of personnel below the rank of lieutenant and above five year personnel shall be more uniformly directed to all personnel as to amount of time to be spent at the main station. Members must in a three year period spend at least one year at the main station."

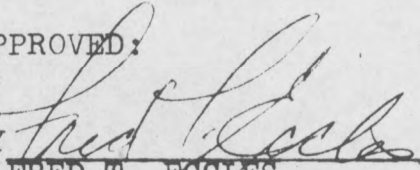
The City did not object to the concept of the proposal, but requested that it be deferred to the new Fire Chief for negotiation and implementation. Accordingly, the Fire Chief will be directed to meet with representatives of the Association for the purpose of developing a transfer program. Such program will be made a part of the bargaining agreement.

Very truly yours,



APPROVED:

BY



FRED T. ECCLES
St. Clair Shores Fire Fighters
Association

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, entered into this 20 day of April, 1975, shall be effective from April 21, 1975, between the City of St. Clair Shores, Michigan, a municipal corporation, hereinafter referred to as the City, and the St. Clair Shores Fire Fighters Association, Local 1744 of the International Association of Fire Fighters, hereinafter referred to as the Association.

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

1. It is the understanding of the City and the Association that special provisions must be made for the expeditious training of firefighting personnel to handle E.M.S. duties in order to allow for the full implementation of the E.M.S. program within the City.

2. Those employees who have volunteered to attend the E.M.S. training program at Mt. Clemens General Hospital commencing on April 21, 1975, and continuing until the completion of the program which consists of approximately five hundred (500) course hours, and who have been accepted for such training by the City, shall be paid their regular salary and fringe benefits during that period of time in which they are enrolled in the program.

3. Though the classes in this program are held at the rate of forty (40) hours per week, it is understood that considerable study and preparation time will be required to complete the course program. Therefore, these employees will be compensated on a fifty-six (56) hour per week basis.

4. Nothing in the Supplemental Agreement shall be deemed to reduce those rights and benefits to which these employees are entitled under the current collective bargaining agreement between the parties.

5. This Supplemental Agreement shall apply only to the aforementioned E.M.S. program and only to that particular training program which begins on April 21, 1975.

6. This Supplemental Agreement shall become a part of the collective bargaining agreement currently in effect between the parties.

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 ASSOCIATION

Fredrick Koch
Patrick J. McKenney Jr.

CITY OF ST. CLAIR SHORES

D.J. Harn City Mgr.

LETTER OF UNDERSTANDING

To: St. Clair Shores Firefighters Association
 From: Finance Director, R. E. Janes
 Subject: Payment of Holiday Pay

In accordance with Article XI, Section 2 of the contract and subsequent verbal agreement between the Union and the City, the holiday pay for the eleven holidays shall be paid in a lump sum by December 8, of each year. The holiday pay will cover a calendar year, accordingly, the last working day before Christmas, Christmas and the last regular working day before New Year's scheduled holidays will be paid in advance. Any fireman who leaves the employ of the City between December 8 and December 31 must reimburse the City for any holidays which occurred while he was not employed by the City.

The holidays are computed for eight hours pay based on a forty-hour week. To compute the holiday pay, the difference between the base wages of a five year patrolman and a five year firefighter or \$312.00 shall be added to each annual pay rate of a fireman as follows:

	July 1, 1974	July 1, 1975
Start	11,801 + 312 = 12,113	12,488 + 312 = 12,800
6 Mo.	12,155 + 312 = 12,467	12,864 + 312 = 13,176
1 Yr.	12,510 + 312 = 12,822	13,239 + 312 = 13,551
2 Yr.	12,922 + 312 = 13,234	13,675 + 312 = 13,987
3 Yr.	13,336 + 312 = 13,648	14,113 + 312 = 14,425
4 Yrs.	13,748 + 312 = 14,060	14,549 + 312 = 14,861
5 Yrs.	14,163 + 312 = 14,475	14,988 + 312 = 15,300

The annual pay rate is divided by the number of hours in that fiscal year and multiplied by eight to determine the daily holiday rate.

For Example:

5 Year Man

July 1, 1974 55.46
 July 1, 1975 58.40

2 Year Man

July 1, 1974 50.70
 July 1, 1975 53.39

Respectfully submitted,

R E Janes

R. E. Janes
 Finance Director

Frederick Eccles

Frederick Eccles, President
 St. Clair Shores Firefighters Association