

Rev sjc 3-11-2009

AGREEMENT

BETWEEN

CITY OF SAULT STE MARIE

AND

THE UNITED STEEL WORKERS OF AMERICA  
SAULT STE MARIE FIRE CAPTAINS

JULY 1, 2008 through JUNE 30, 2012

changes from prior contract underlined yellow

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**FIRE CAPTAINS CONTRACT 2008-2012**

**THIS AGREEMENT**, which shall become effective on July 1, 2008, by and between the **CITY OF SAULT STE. MARIE, MICHIGAN**, a Municipal Corporation of the State of Michigan, hereinafter called the "Employer", a party of the first part, and the **UNITED STEELWORKERS OF AMERICA, AFL-CIO**, hereinafter called the "Union", party of the second part, on behalf of **Local Union 13635-02**.

**WITNESSETH:**

**WHEREAS**, the parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

**ARTICLE I**

**RECOGNITION**

**SECTION 1. EXCLUSIVE BARGAINING AGENT:** The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees of the Employer as defined in this paragraph. All employees in the Fire Department occupying the position of Captain.

**SECTION 2. UNION MEMBERSHIP:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the latter, shall remain members in good standing and those who are not members and who have completed their probation period on the effective or execution date of this Agreement, whichever is the latter, shall on the thirtieth day following the effective or

execution date, whichever is the latter, become and remain members of the Union in good standing.

It shall also be a condition of employment that employees hired on or after the effective date of this Agreement, whichever is the latter, shall upon completion of probation become and remain members in good standing in the Union. An employee may fully comply with the membership requirements of this Section by the payment of a sum equal to the periodic dues required by the Union from its members employed by the City.

**SECTION 3. LIST OF MEMBERS:** The Union shall furnish the Employer with a list of the Union members as of this date and with the names of all new members within five days after they become affiliated with the Union.

**SECTION 4. DUES DEDUCTION:** The Employer, where so authorized and directed on a form marked "Exhibit A", hereto attached and made a part hereof, will deduct on the first payday of each month, the membership dues of the Union which include monthly dues and initiation fees in the amounts designated by the Union. Such amounts shall be remitted by check to the International Treasurer of UNITED STEELWORKERS OF AMERICA, 5 Gateway Center, Pittsburgh, Pennsylvania. The check shall be accompanied by a list of names setting forth the amount of dues, initiation fees, etc. deducted from each member. A copy of said list shall be sent to the Financial Secretary of the Local Union.

**SECTION 5. MANAGEMENT RIGHTS:** It is understood by the parties that the Employer shall have the exclusive right to determine qualifications wherever referred to in this Agreement and the Union shall not attempt to bridge this right. The Employer agrees not to use this right for the purpose of discrimination. This Section shall be subject to the grievance procedure. The direction of the working force, including the right to plan the work, direct and control operations, the right to hire and discharge for proper

cause, suspend, transfer and relieve employees from work because of lack of funds, work or other reason is vested exclusively in the Employer. The right to determine the number, location and type of facilities, equipment, and installations is vested exclusively in the Employer.

The Employer shall have the right to formulate rules and regulations from time to time as deemed necessary. When a rule is to be effected, it will be posted and a copy given the Union. The Union shall have ten (10) days in which to protest through the grievance procedure any rule which it disagrees with. No rule or regulation shall be made which in any way violates or negates any provision of the Agreement.

## ARTICLE II

### REPRESENTATION & GRIEVANCE PROCEDURE

During the term of this Agreement, or any extension thereof mutually agreed upon, there shall be no strikes, concerted failure to report for work, slowdowns or other stoppages of work on the part of the Union; and no lockouts on the part of the Employer. The parties agree that any and all disputes arising hereunder shall be settled under the following grievance procedure.

In consideration of the mutual promises of the parties contained herein, the parties expressly agree that neither party will bring or cause to be brought, any court, legal, or administrative action against the other party until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and said party, after proper notice, fails to take steps to correct the circumstances giving rise to the dispute, claim, grievance, or complaint within a reasonable time.

SECTION 1. GRIEVANCE COMMITTEEMEN: For the purpose of effectively representing the employees coming within the jurisdiction of the

Union and this Agreement, the Union shall select grievance committeemen as outlined below. The names of the grievance committeemen shall be furnished the Employer by the Union and the Employer agrees to recognize and deal with these representatives of the Union in settling grievances and in bargaining under this Agreement. All formal grievances shall be in writing at the first step and subsequent steps of grievance procedure.

**SECTION 2. FIRE:** Grievance procedure as to the Fire Captains Unit:

- First: By the employee(s), a committeeman and the Chief.
- Second: By the committee and the City Manager

**SECTION 2 (A). ARBITRATION:** In the event that either party decides that further meetings in Section 2 above will not lead to a settlement of the grievance, either party may submit the grievance to arbitration as outlined hereafter.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. No later than five days after receipt of a notice of a desire to arbitrate, the parties will meet for the purpose of choosing an arbitrator.

In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Labor Mediation Board will be asked to choose one and hearings will begin as soon as they can be arranged.

A decision by the arbitrator will be final and binding on the parties hereto. The arbitrator shall not have power to add to, detract from, or alter any provision of the Agreement, and the subject of a general wage increase shall not be subject to arbitration.

A grievance, to be subject to arbitration hereunder, must involve the meaning or application of the Agreement or an alleged violation thereof, discharge, or other disciplinary action.

The expense of the arbitrator shall be borne equally by the

parties.

**SECTION 3. TIME FOR FILING GRIEVANCE:** A grievance to be subject to consideration under the grievance procedure must be filed in writing in the first step not later than ten (10) calendar days after the date on which the matter(s) being grieved about actually occurred. If there is no specific date connected with the subject matter of the grievance, the grievance shall be filed as soon as the facts become evident to the grievant, or reasonably should have become evident to the grievant. Failure to meet this deadline will result in a waiver of the grievance or any of the subject matter being grieved about; and the right to grieve and pursue any remedy based on the said grievance shall forever be lost.

The City representative in step one above shall, in all cases, render his decision within ten (10) days after discussion of the matter. The City Manager shall render a decision as soon as reasonably possible but not later than ten (10) working days after the last meeting with the Union. Failure to meet these deadlines will result in the grievance or complaint being awarded to the Union on the basis of the relief sought by the Union.

A grievance, in order to be referred to any higher step of the grievance procedure, must be appealed within ten (10) calendar days of receipt of the answer in a prior step. Failure to appeal within the ten (10) days will render the later appeal null and void.

The Employer will schedule a meeting in any higher step appeal within ten (10) calendar days or forfeit the grievance on the basis of the last stated remedy sought by the grievant(s).

The Employer may substitute a representative for the City Manager at any step of the grievance procedure.

Either party shall have twenty (20) calendar days to refer a grievance to arbitration after the written decision of the City Manager is served upon the Union.

**SECTION 4. GRIEVANCE DETAILS:** It is agreed that a representative



of the United Steelworkers of America may take part in the grievance procedure at any step. The Employer and Union agree to meet promptly and dispose of grievances. All meetings above shall be held as soon as possible after notice to the Employer. The Grievance Committee shall consist of two (2) unit employees.

**SECTION 5. HANDLING OF GRIEVANCES:** Employees or committeemen attending grievance meetings shall not be paid extra or lose time while at such meetings.

No other Union business may be conducted on City time which is disruptive to the prescribed duties of the employee. The Committee Chairman (or in his absence, another committeeman), shall be permitted a reasonable amount of time to investigate or adjudicate grievances in the Unit after reporting to his immediate supervisor as to his intent. The supervisor will not arbitrarily deny them such right, except it is understood that if there is necessity for their presence on the job, the committeeman will defer the grievance matters until a later time.

### ARTICLE III

#### **DISCHARGE AND SUSPENSION**

**SECTION 1. DISCIPLINE:** If the Department Head determines that an employee shall be suspended or otherwise disciplined because of misconduct, failure to perform his duties properly and in accordance with instructions, being intoxicated or drinking intoxicating beverages while at work, unreported absence from work for twenty-four (24) hours, or other reason sufficiently important to justify the suspension or other discipline, he shall notify such employee in writing, with the reasons for his decisions and the date and the time the suspension or other discipline is effective.

During the employee's next three regular working days, the disciplined employee or the Union may request a hearing and review of the action taken. Such hearing and review shall take place within seven (7) days (Seven Calendar Days) of such request. If

the Union agrees that the discipline was justified, the action shall be effective as of the day and hour specified in the notice of discipline given the employee. If, after review the Employer decides the action was warranted but the Union is unwilling to accept this decision, the Union may process the case further through the grievance procedure. If the Employer and the Union agree on some lesser disciplinary action, the employee shall not lose any seniority, but may lose such amount of time as agreed upon.

#### ARTICLE IV

##### SENIORITY AND PROMOTIONS

**SECTION 1. SENIORITY UNITS:** The employees shall have seniority in the Unit as described in Section 1 of Article I for layoff, recall and vacations, and such other purposes that are outlined herein.

**SECTION 2. TRANSFER OF UNITS:** Employees laid off in one unit because of lack of work or funds shall have preference in hiring in another unit for work which they can perform adequately in the event of a vacancy in such other unit.

Employees so hired shall not carry with them seniority accumulated in the unit from which laid off, but shall accumulate seniority from date of hire in the new unit. Such employees, however, shall receive credit for total City employment for the purpose of computing other benefits to which they are or may become entitled.

**SECTION 3. PROBATIONARY EMPLOYEES:** Incumbent new employees in the Unit shall be on probation for a period of three (3) consecutive calendar months before they accrue seniority rights and the right to release such employee shall be vested exclusively in the Employer without regard to other provisions of this Agreement; provided, however, that incumbent employees retaining employment for a period of less than three (3) months and who are later hired as permanent employees shall be given credit for consecutive

employment in computing the three (3) months if they are severed from the payroll under conditions other than those listed in the following section.

An incumbent employee is defined as a Fire fighter presently employed as a Fire fighter by the City of Sault Ste. Marie, Michigan.

All other new employees in the Unit shall be on probation for a period of nine (9) consecutive calendar months before they accrue seniority rights and the right to release such employee shall be vested exclusively in the Employer without regard to other provisions of this Agreement; provided, however, that new employees retaining employment for a period of less than nine (9) months and who are later hired as permanent employees, shall be given credit for consecutive employment in computing the nine (9) months if they are severed from the payroll under conditions other than those listed in the following section.

Probationary employees listed above who are retained in excess of nine (9) months shall have seniority from the date of hire.

**SECTION 4. LOSS OF SENIORITY:** Employees shall lose seniority through a voluntary quit, discharge which is considered for good cause hereunder, after a layoff which extends beyond a two year period, or failure to contact the Employer within ten (10) calendar days after receiving written notice of a request to return from a layoff or to arrange satisfactory terms to return to work.

**SECTION 5. LAYOFF:** If it is necessary to reduce the number of employees in any job classification, the employee(s) with the least seniority in the Unit will be the first to be laid off. If such employee has more seniority than others in the Unit he may displace an employee with less seniority provided he can perform the work of the employee he seeks to displace.

If the employee lacks sufficient seniority to remain in the Unit he may return to the Unit encompassing the rank and file

employees on the job he formerly held if such job is then held by an employee with less seniority. If his former job is then held by an employee with more seniority, he will choose another job held by an employee with less seniority. The employee shall, in such case, exercise the seniority he has accumulated in accordance with Section 6 of this Agreement.

**SECTION 6. PROMOTION:** When a vacancy occurs in the Unit job and it is not filled within the Unit, the Employer will give preference to other departmental employees from the other Unit if any such employees are qualified or would be qualified within the probationary period as set forth in Article IV, Section 3.

The City reserves the right to determine when a vacancy exists, and to institute a job-related testing (physical and written) procedure to assist in determining qualifications for promotion when filling vacancies.

Employees promoted from the rank and file unit shall retain accumulated seniority and shall continue to accumulate seniority for a further period of one year in the new Unit. At this point, seniority will be frozen and applied to any later return to the former unit.

## ARTICLE V

### WAGES, HOURS AND WORKING CONDITIONS

**SECTION 1. WORK WEEK:** There is hereby recognized a work week averaging fifty-six (56) hours per week, it being understood and agreed that in accordance with State law and past practice, hours worked in any one week may be less than or more than fifty-six (56) hours.

(A.) In the Fire Department Captains' Unit, the work week shall begin when an employee commences his weekly cycle. Working hours shall be based on twenty-four (24) hours on duty and twenty-four (24) hours off-duty, on a fifty-six (56) hour average weekly schedule. The daily work schedule shall begin at 7:55 a.m. and

shall end at 7:55 a.m. the following day.

**SECTION 2. OVERTIME:** Unless otherwise agreed to by the Employer and the employee, all hours worked in excess of twenty-four (24) hours in any one shift or the average of fifty-six (56) regularly scheduled hours in a work week shall be at time and one-half pay. Double time will be paid for all hours worked on the 7th consecutive day worked in any one work week if the employee has actually worked the previous three regularly scheduled shifts. As to the administration of this clause, the 7th day for the purpose of calculating double time, will be the employee's second consecutive leave day or the 8th day from the start of the cycle. Both daily and weekly overtime shall not be paid for the same overtime hours. Notwithstanding any clause contained in this contract double time will not be paid for any hours worked after the date of July 1, 2001. Employees may trade time with the Chief's permission, and at mutual request, it being understood and agreed that no overtime compensation will be paid therefore.

Employees shall not be required to take time off to offset overtime worked.

Overtime shall be divided as equally as possible among the available qualified employees by calling out the employee with the fewest total overtime hours. Management has the right to require employees to work overtime in accordance with the provisions of this Agreement. Should an employee not be available for overtime, and the Employer does not desire to exercise the requirement of mandatory overtime, shift supervision may be assigned to employees of the other Unit. The pyramiding of overtime/premium pay shall be prohibited.

**SECTION 3. CALL-IN PAY:** Employees reporting for work or called in on an emergency assignment shall receive not less than two (2) hours pay for reporting provided they are not notified before-hand not to report.

**SECTION 4. FIRE TRAINING:** The employees shall be paid a minimum of two (2) hours at the rates specified in this Agreement for all off-duty time spent at fire classes or training; provided, however, this shall not apply to probationary employees in training and; provided further, that in certain cases when agreement is reached between the Chief and the committee, no pay will be required for short duration classes. It is further understood and agreed that this shall pertain only to the time actually spent in class.

**SECTION 5. WAGE SCHEDULE:** SEE SECTION 10 OF ARTICLE IX.

**SECTION 6. HOLIDAYS:** The following shall be recognized as holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (or days celebrated therefore), Veterans Day, and as to each employee, his birthday. Holiday pay will be paid for the calendar day acknowledged for the holiday, and not the celebrated day, should there be conflict between the two. Employees shall receive a holiday allowance of 12 hours straight time pay for each of the holidays even if no work is performed thereon. Hours worked on a holiday shall be compensated for by payments of time and one-half pay for each hour worked.

**SECTION 6(A): ADDED HOLIDAY COMPENSATION:** For employees hired into the unit before JULY 1, 2008, and who work an entire holiday, such employee shall receive added compensation fixed at \$446.30. (This is 24 hours at the employee's past existing hourly rate of pay for July 1, 2009. This added pay shall be prorated for less hours worked).

**SECTION 6(B) FIREFIGHTER PAY TRANSITION:** Members of the firefighter's unit promoted into the captain's unit after July 1, 2008 shall be paid SECTION 6(A) ADDED COMPENSATION for a worked holiday as if they were a captain hired into the captains unit before July 1, 2008 if and only if they were paid in the firefighter unit added compensation for a worked holiday.

SECTION 7. SAFETY GLASSES: The Employer will pay for all glasses broken, scratched, or defaced during the course of employment, unless it becomes apparent that damage occurred as either an intentional act on the part of the employee, or blatant negligence on the part of the employee.

## ARTICLE VI

### VACATIONS

SECTION 1. LENGTH OF VACATIONS: Vacations shall be granted as follows:

After one (1) year continuous service (measured from an employee's date of hire)- Two weeks with pay. Total of 120 hours off-duty.

After seven (7) years continuous service - Three weeks with pay. Total of 168 hours off-duty.

After fifteen (15) years continuous service - Four weeks with pay. Total of 240 hours off-duty.

After twenty (20) years continuous service - Five weeks with pay. Total of 288 hours off-duty.

After twenty-five (25) years continuous service - Six weeks with pay. 360 hours off-duty.

Employee's vacation will be based upon the normal work week of his/her Unit.

A. Employees may subject to the terms hereof take the amount of accrued time shown on their last pay check before the pay period in which the vacation falls.

B. Employees may take if approved by the chief more than their one year allotted accumulation if not in excess of the amount shown on their last pay stub.

C. Officers are allowed to carry over vacation time from one year to the next year (measured from one anniversary date to the next anniversary date) only if the total accumulation does not exceed one year allotment at your particular yearly accrual rate based on

your years of service.

Example: January 1st You have 40 hours on pay stub, and accrue 4 hours per pay period thereafter and wish to take 56 hours beginning January 28th. You would only be allowed to take 48 hours because you would only have a total accumulation of 48 hours by the date of the use. The 56 hour request would be approved if taken February 28th because by then (56) hours will have accumulated. (This example assumes as a fact that enough pay periods occur before the date of use so that a total of 56 hours appears on your last pay check before the vacation use begins.)

D. At scheduled vacation sign up (the first week in JANUARY per labor agreement) in accordance with section 6.2 of the labor agreement, Employees shall schedule vacation time only up to the amount allotted them for a one years vacation given their time in service.

E. Once everyone has had the opportunity to schedule this one years allotment of time then and only then may hours which are accrued over one years allotment will be considered. These additional hours be considered as unscheduled time and will be granted only upon approval of the Chief.

F. No vacation may be taken unless the time to be used is accrued and shown on the employees last pay check issued before the date of the vacation use. Time accrued during the pay period(s) the vacation falls on is not to be used.

E. SPECIAL RULES FOR NEWLY HIRED.

FOR ALL EMPLOYEES HIRED DURING THE 12 MONTHS PRECEDING THE MARCH SCHEDULING TIME UNDER SECTION 6.2 OF THE LABOR AGREEMENT.

(i). New hires may in JANUARY schedule vacation time for use only after their first anniversary date.



- (ii). The amount available for JANUARY scheduling cannot exceed the time allotted by contract for one years vacation nor may the time scheduled exceed the number of calendar days from the employees anniversary date to the calendar year end.
- H. When scheduling, the time selected must not exceed the amount which will be accrued and shown on the pay check preceding the pay period the vacation would fall in.

CARRY OVER ACROSS ANNIVERSARY DATE.

Pursuant to section 6.3 of the contract all hours accrued in excess of one years vacation allotment shall not be carried forward and shall be forfeited.

J. MAXIMUM VACATION PAY OFF IN LUMP SUM UPON EMPLOYMENT TERMINATION.

Upon termination of employment for any reason the maximum lump sum vacation payoff shall not exceed two years vacation allotments.

**SECTION 2. VACATION SCHEDULE:** Vacation schedules shall be established by the Employer each year and the Employer shall respect the requests of the employees as time of vacation insofar as the needs of the service will permit. To accommodate the needs of the service and reduce the incidence of overtime no more than one employee (including a captain) may be off on vacation at the same time without a waiver authorized by the Chief. Preference as to time will be based on seniority. An advance notice will be posted designating an adequate period during the first week in January each year in which to draw vacation time in accordance with seniority preference. Employees will not later be allowed to change times drawn, unless suitable arrangements can be made with the Chief's approval. Employees will give adequate notice when requesting vacation time. An employee called back from vacation

time will receive credit for the vacation time during the week in the same manner as though he had been at work for the purpose of computing overtime.

All members of the Unit shall be allowed two consecutive weeks on their first selection opportunity as long as only one week of it is during deer season.

The Employer may incorporate the vacation scheduling of the Captains' Unit with the Firemen's Unit.

**SECTION 3. ACCUMULATION OF VACATIONS:** Vacation time will not be permitted to accumulate from year to year; provided, however, if an employee is prevented from taking his vacation at any time during the year due to an emergency in the work, the employee may take his vacation at any time during the next year subject to provision of Section 2 of this Article.

**SECTION 4. HOLIDAY DURING VACATION:** If a holiday which is recognized under this Agreement falls during an employee's vacation, he shall be entitled to holiday pay for that date calculated on the basis that the employee did not work said holiday.

**SECTION 5. TIME FOR VACATION PAY:** Upon two (2) weeks notice, employees will be given their full vacation pay, or a part thereof if they do not request the full amount, at the beginning of their vacation. When vacation requested on short notice is granted and unusual circumstances indicate a necessity, every effort will be made to provide the vacation pay in advance even though the two weeks notice is not given.

## **ARTICLE VII**

### **LEAVE TIME**

**SECTION 1. SICK LEAVE:** Employees of the Employer in the service for one (1) year or more shall be entitled to annual sick leave with pay of seven and one-half (7 1/2) twenty-four hour days per year with the provision that sick leave may be accumulated up to

90 twenty-four hour days. It is understood and agreed that for every sick day used, one day shall be deducted from the accumulated total. Any amount used less than that twenty-four (24) hours shall be deducted on a pro-rata basis.

Employees absent from work for any reason shall be expected to notify the Employer one hour in advance of the employee's shift so that a replacement can be arranged for. Habitual disregard of this call-in procedure will result in the employee involved being deprived of sick leave pay for such absence, or other disciplinary action. The Employer may request a doctor's certificate covering any sick leave which he believes may be questionable as to its authenticity should the employee have developed a pattern of sick leave usage which can be construed as abuse of this benefit.

The sick leave earned shall be used for sick leave purposes only and if it is used for other than sick leave the employee may be deprived of sick leave pay.

If individual employees establish a pattern of questionable sick leave requests for shorter periods of time, they may be required to produce satisfactory evidence that the sick leave requests were legitimate.

Hours paid for under this Agreement shall be used in computation of hours worked for the purpose of computing hours over twenty-four (24), or over fifty-six (56), in a day or week respectively.

Effective for the calendar year 1995, the Employer shall pay in a lump sum payment the amount equal to one week base pay to any employee who uses 48 hours or less of sick leave in the calendar year. No payments shall be made for accumulated sick leave prior to January 1, 1995. Said payment shall not be considered as part of final average compensation for pension purposes, neither shall said payment alter the accumulation of sick leave set forth in Paragraph 1 of this section, nor shall it in any way conflict with the

calculation of sick pay for retirement purposes.

**SECTION 2. WORKER'S COMPENSATION:** An employee who is prevented from working because of a compensable injury or illness will be permitted to draw sick leave pay in such amount that the combination of workers compensation and sick leave pay will equal the employee's regular base pay for a normal work week until accumulated sick leave is exhausted.

If payment of compensation results in the employees receiving an amount in excess of his normal earnings for a normal week, or part thereof, he shall promptly reimburse the Employer for such amount in excess of normal pay.

If sick leave has been charged against an employee's accumulation, he shall be credited with accumulated sick leave equal to the amount of compensation or pay returned to the Employer.

**SECTION 3. JURY OR WITNESS DUTY:** Any employee called on jury duty or witness duty shall be compensated by the Employer as follows: The Employer shall pay the difference between the amount paid the employee as jury duty pay, or witness duty pay, and his regular pay. Regular pay shall be understood to mean the employee's regular hourly base rate of pay.

Employees shall furnish satisfactory proof of jury duty, or witness duty, if called upon to do so.

No pay for jury duty, or witness duty shall be due if the employee performs such duty while on vacation for which he receives vacation pay.

**SECTION 4. FUNERAL LEAVE:** When a death occurs in an employee's immediate family, he shall be allowed two (2) days off with pay, it being understood and agreed that the two days must fall within a four day time frame with the day of the funeral being one of the four days.

For the purpose of this Section, immediate family shall be

understood to mean husband, wife, parents, sisters, brothers, children, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of the employee or other relative if this relative was living in the employee's household as a member of the regular family unit.

The funeral leave pay is intended to protect the employee against loss of pay in any period of bereavement and no funeral leave pay will be due if the employee is receiving vacation pay on any day on which funeral leave pay would otherwise be due or if, because of distance or other reason, the employee does not attend the funeral.

**SECTION 5. CHANGE OF SHIFTS:** Employees will be permitted to change shifts and/or days off with permission of the Chief with the understanding that overtime claims will be waived.

#### ARTICLE VIII

##### INSURANCE AND PENSIONS

**SECTION 1. RETIREMENT BENEFITS:** The Employer shall continue to provide those benefits under P.A. No 345, Police and Firemen's Pension System. The employees shall be covered by the Police-Fire 2.50% or the 62.5% plan. This plan shall include the rider for the best three years of the last five years salary for computation and any other mandatory provisions. The Employee contribution shall be 5.6%. Effective for retirees after July 3, 1997 the Pension Multiplier factor for years of service less than or equal to 25 shall be 2.8%, and for years of service greater than 25 will be 1%.

Notwithstanding a particular employees (i) final average compensation; (ii) multipliers; or (iii) years of service no pension benefit shall exceed 100% of the rate of base pay for the Captain's position at the time of retirement.

Effective for employees hired into the department after JULY 1, 2008 the sick leave payout shall not be included in final

average compensation for pension purposes.

**SECTION 2. HEALTH INSURANCE:** The Employer shall provide a health insurance plan under the same terms and conditions as are supplied to the Department of Public Works Unit. The Employer shall make no premium payments for retired employees.

The parties agree that ever increasing health insurance premiums are placing substantial additional financial burden upon the Employer. In an effort to stabilize these costs, or in fact to reduce same, the Union agrees that it will constructively and cooperatively work with the Employer to investigate and, when practicable, may mutually agree to implement alternative methods of providing a reasonable alternative health care program or insurance package.

Any employee who elects not to utilize the employer provided Health Insurance Program, and who signs a written agreement to remain out of the system for three years, shall receive monthly the amount paid under the Employer's general personnel policies or \$450.00 whichever is greater. No employee may elect a single subscriber plan and be paid the difference from a two person or family plan. Said payment shall not be considered as part of final average compensation for pension purposes, neither shall said payment alter the accumulation of sick leave or vacation leave as set forth in Article VII Section 1, nor shall it in any way conflict with the calculation of sick pay or vacation pay for retirement purposes.

In the event of an emergency claimed by an employee who has elected to not utilize the coverage, the Employer will review the written waiver and allow the employee, upon good cause shown, to re-enter the coverage system at the first reasonable opportunity that coverage can be restored.

**SECTION 3. LIFE INSURANCE:** The Employer shall provide a life insurance policy in the amount of \$20,000 (double indemnity in case

of accidental death and/or dismemberment) for each employee in active service. For Employees who retire after March 1, 1979 they will be kept in the active group but the coverage shall be reduced to \$15,000.00 upon their retirement.

**SECTION 4. DENTAL INSURANCE:** The Employer will provide dental insurance under the same terms and conditions as are supplied to the Department of Public Works Unit.

**SECTION 4. VISION CARE INSURANCE:** The Employer shall provide a family vision care plan under the same terms and conditions as are supplied to the Department of Public Works Unit.

## ARTICLE IX

### MISCELLANEOUS

**SECTION 1. NO DISCRIMINATION:** There shall be no discrimination or job patronage; further, the Employer and Union agree that there shall be no discrimination based on color, creed, sex, or national origin in the administration of this contract or in the hiring policies of the City. The Union further agrees to accept for membership all employees hired by the Employer and will not exclude or expel any person because of race, creed, sex, or national origin.

**SECTION 2. BULLETIN BOARDS:** The City shall provide employee's bulletin boards where any individual or group of employees may post notices providing they are not commercial notices, personal or defamatory in character.

**SECTION 3. MILITARY SERVICE:** An employee who enters the Armed Service of the Nation or is drafted to participate in the National Defense Program shall be provided those re-employment opportunities required by law.

Personnel in the National Guard shall be permitted to attend annual encampment. Any existing employees enrolled in the National

Guard as of July 1, 1985 shall be paid the difference between their normal weekly salary and the National Guard weekly salary; enlistments occurring after that date will not be paid any differences in salary. The Employer agrees to hold the Union harmless from any claims resulting from this Agreement as it relates to no differential salary payments for new enlistments. If the City shall determine that attendance at National Guard Camp will create a situation either limiting the City's ability to fight fires, or causing substantial additional dollar outlays, the City shall communicate its opposition to the employee and the Union.

**SECTION 4. MISCELLANEOUS PROVISIONS:** The employees shall be furnished lockers and the Employer shall continue to provide all necessary devices to insure the reasonable comfort and safety of the employees while at work. Uniforms shall be furnished, as in the past.

**SECTION 5. FOOD ALLOWANCES:** Employees then in the active service of the Department shall be eligible for a food allowance of \$1125 to cover the City's obligation for a full twelve month period covering the fiscal year. Employees leaving the service of the Department in the form of voluntary resignation or retirement shall be paid the pro-rata portion of the food allowance based upon each full month of employment completed during the year. Effective December of 1997, this food allowance shall increase to \$1275, and effective in December of 1998, to \$1350. Effective December of 2003, this food allowance shall increase to \$1500. Effective December of 2008, this food allowance shall increase to \$1800. AS SOON AS PRACTICABLE AFTER RATIFICATION OF THE 2008-2012 CONTRACT THE UNIT MEMBERS SHALL RECEIVE A FOOD ALLOWANCE LUMP SUM ADJUSTMENT OF \$1050.00 TO ADJUST THEM EQUAL TO PAST FIREFIGHTER UNIT RATE.

If during the term of this contract the Firefighter's unit receives an increase in their food allowance above \$1800.00, such increase shall also be made in the Captain's unit.



**SECTION 6. SICK LEAVE ON RETIREMENT:** An employee, upon retirement, shall be entitled to be paid for one-half of unused sick leave or to the employee's beneficiary of record at the time of his death excepting that the maximum pay shall be for 17 twenty-four (24) hour days. Effective for employees hired into the department after JULY 1, 2008 the sick leave payout shall not be included in final average compensation for pension purposes.

**SECTION 7. CONTROLLING LAW:** In the event that any provision of this Agreement shall be in conflict with any provision of Federal or State law or the City Charter, now or hereinafter enacted, such provision shall not remain valid or binding on the parties hereto, but the remaining portions of the Agreement shall remain in full force and effect.

**SECTION 8. HEADINGS:** The various Article and Section headings set forth herein are for the convenience of the parties and shall not be used in the interpretation of this Agreement.

**SECTION 9. ENTIRE AGREEMENT:** This Agreement contains the complete Agreement between the parties hereto and no changes, additions, deletions or amendments shall be effective unless mutually agreed to in writing.

**SECTION 10. WAGES:**

<u>July 1, 1999</u>	<u>July 1, 2000</u>	<u>July 1, 2001</u>
\$ 40,027.73	\$ 41,608.83	\$ 42,773.87
<u>July 1, 2002</u>	<u>July 1, 2003</u>	<u>July 1, 2004</u>
\$ 43,885.99	\$ 45,158.68	\$45,158.68
<u>July 1, 2005</u>	<u>July 1, 2006</u>	
\$46,061.85	\$46,983.09	
2/6/07 TO 6/30/07	July 1, 2007	
ADJUSTMENT \$8,402.41	\$52,829.27	

<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
<u>\$52,829.27</u>	<u>\$54,150.00</u>	<u>\$55,503.75</u>

July 1, 2011  
\$to be negotiated

THE 2008-2012 CONTRACT CONTAINS A WAGE INCREASE SCHEDULE OF: 2008 0%, 2009 2.5%, AND 2010 2.5%. IF THE FIRE FIGHTER UNIT NEGOTIATES A HIGHER PERCENTAGE INCREASE IN ANY OF THESE THREE YEARS THE FIRE CAPTAINS SHALL RECEIVE A CORRESPONDING ADJUSTMENT FOR THAT YEAR.

It is understood that parity between police and fire supervisors does not exist, and that this Agreement does not reflect the attitude among the parties that there should be a "set" relationship or comparison between the positions in the two units.

SECTION 11: LONG TERM DISABILITY DISCUSSION: The Union agrees that during the term of this contract it will, upon request, discuss with the Employer the following:

- a.) Implementation of Long Term Disability Coverage to replace accumulation of sick leave.

SECTION 12: FOOD ALLOWANCE PAYMENT DATE: The Food Allowance shall be paid no later than November 1, each year.

SECTION 13: UNIFORM CLEANING: The Employer will provide professional cleaning for three uniforms per week (3 shirts - 3 pants) for Fire personnel.

SECTION 14: PAGER PAY: In exchange for carrying a pager for twenty-four (24) hours while off-duty in accordance with Employer determined procedural requirements the Employee will be paid \$55.00.

SECTION 15: DRUG AND ALCOHOL TESTING: The parties agree to adopt the UNITED STATES OF AMERICA COMMERCIAL DRIVERS LICENSE (CDL) DRUG AND ALCOHOL POLICY as used by the City Public Works Department. To maintain current scientific procedures the parties agree to

implement as published all amendments to the policy. The employer will advise the union when such amendments are published. The parties will then meet to discuss the impact of such changes upon the parties. The Employer may use a testing service to perform the selection, collection and testing of samples (such as the service used for the Employer's CDL license program). The Testing Policy shall not diminish the rights of individual employees under state or federal laws which are related to testing or laws that may affect the employees status as a result of this policy. The employer agrees to hold harmless, pay any judgements, and pay all expenses, including all attorney fees, incurred by the union in defending litigation arising out of the employer's activities, or the employer's agents activities, in carrying out the testing policy. This section shall become effective 1/1/99.

SECTION 16: WAGE RE-OPENING: The parties shall complete negotiations for wages for the last year of this contract July 1, 2011. No other items shall be open for negotiations unless otherwise stated in this agreement.

SECTION 17: RESIDENCY REQUIRED DISTANCE: Consistent with the requirements of MCL 15.602 all employees shall, as a condition prerequisite to continued employment, reside within 20 miles of the nearest boundary of the City of Sault Ste. Marie Michigan (hereafter called the principal residence zone). Principal residence shall be defined as that term is used for the principal residence tax exemption under MCL 211.7dd. Any employee as of July 1, 2008 who resides outside of this principal residence zone shall register their principal residence location with the City within 14 days of the date this 2008 labor contract is signed. Failure of such employee to register requires that the employee have their principal residence inside the zone. Employees who register and reside outside the zone may continue to have their principal residence outside the zone but not at a distance beyond the

location of their principal residence as it existed on July 1, 2008. Employees outside the zone who subsequently move into the zone shall thereafter remain inside the zone except for Jason Thorpe, who due to family considerations, may move into the City and return to an area outside the City within an added ½ mile from the distance of his residence on February 1, 2009.

**SECTION 18: EMS LICENSE REQUIREMENT:** All employees shall be required to maintain as a condition of employment the licenses they hold as of FEBRUARY 10, 2009. Employees who after this date acquire or upgrade a license shall maintain such acquired or upgraded license as a condition of employment. The employer will establish from time to time the minimum license required for new hire eligibility which license shall also be maintained by such new hire as a condition of employment.

## **ARTICLE X**

### **TENURE**

This Agreement shall be effective July 1, 2008 and shall continue in effect until June 30, 2012 and shall renew itself for annual periods thereafter unless either party notifies the other party in writing not less than 120 days prior to any annual expiration date of a desire to modify or terminate the Agreement. In the event of such notification, negotiations will begin within ten (10) days following receipt of such notification.

Notice shall be by registered mail and if by the Employer be addressed to the United Steelworkers of America at 318 Iron Street, Negaunee, Michigan 49866, and if by the Union, to the City Manger, City-County Building, Sault Ste. Marie, Michigan 49783.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

UNITED STEELWORKERS

AFL-CIO

*[Handwritten signatures]*

*Leo W. Neal*  
*John W. [unclear]*  
*Thomas Conway*  
*Fredrick D. Redmond*

*Michael H. [unclear]*  
*Arthur [unclear]*

CITY OF SAULT STE. MARIE

MICHIGAN

*[Handwritten signatures]*

*Valerie K. Percy*