

AGREEMENT

BETWEEN

CITY OF SAULT STE MARIE

AND

UNITED STEELWORKERS, AFL-CIO•CLC

LOCAL UNION 13635-03

FIRE FIGHTERS UNIT

JULY 1, 2020 until JUNE 30, 2024



TABLE OF CONTENTS

ARTICLE ONE	RECOGNITION	1
I.1 - EXCLUSIVE BARGAINING AGENT:		1
I.2 - UNION MEMBERSHIP:		1
I.3 - LIST OF MEMBERS:		2
I.4 - DUES DEDUCTION:		2
ARTICLE TWO	REPRESENTATION & GRIEVANCE PROCEDURE	2
2.1 - NO STRIKES OR LOCKOUTS:		2
2.2 - LEGAL ACTION:		3
2.3 - GRIEVANCE COMMITTEE PERSONS:		3
2.4 - GRIEVANCE PROCEDURE:		3
2.4 (A) - FIRE DEPARTMENT:		3
2.5 - ARBITRATION:		3
2.6 - TIME FOR FILING GRIEVANCE:		4
2.7 - GRIEVANCE DETAILS:		5
2.8 - HANDLING OF GRIEVANCES:		5
2.9 - MINUTES:		5
ARTICLE THREE	DISCHARGE AND SUSPENSION	5
3.1 - DISCHARGE OR SUSPENSION OF AN EMPLOYEE:		5
ARTICLE FOUR	SENIORITY AND PROMOTIONS	6
4.1 - SENIORITY UNITS:		6
4.2 - TRANSFER OF UNITS:		6
4.3 - PROBATIONARY EMPLOYEES:		6
4.4 - LOSS OF SENIORITY:		7
4.5 - POSTING OF VACANCIES / PROMOTIONS:		7
4.6 - SUPERVISORY PROMOTIONS:		10
4.7 - RETURN TO BARGAINING UNIT:		10
4.8 - LAYOFF:		11
4.9 - TIE IN SENIORITY:		11
4.10 - LIEUTENANT SUPER SENIORITY:		11
ARTICLE FIVE	WAGES, HOURS AND WORKING CONDITIONS	11
5.1 - WORK WEEK:		11
5.2 - OVERTIME:		12
5.3 - CALL-IN PAY:		12
5.4 - TEMPORARY TRANSFER:		12
5.5 - WORK BY SUPERVISORS:		13
5.6 - WAGE SCHEDULE:		13
5.7 - HOLIDAYS:		13
5.8 - SAFETY GLASSES:		16
5.9 - DIRECT DEPOSIT AND VACATION PAY		16
5.10 - PAY PERIOD		16

ARTICLE SIX VACATIONS	16
6.1 - LENGTH OF VACATIONS:	16
6.2 - VACATION SCHEDULE:	18
6.3 - ACCUMULATION OF VACATIONS:	18
6.4 - HOLIDAY DURING VACATION:	18
6.5 - TIME FOR VACATION PAY:	18
ARTICLE SEVEN LEAVE TIME	19
7.1 - SICK LEAVE:	19
7.2 - WORKER'S DISABILITY COMPENSATION:	19
7.3 - JURY OR WITNESS DUTY:	20
7.4 - FUNERAL LEAVE:	20
7.5 - CHANGE OF SHIFTS:	20
ARTICLE EIGHT INSURANCE AND PENSIONS	21
8.1 - RETIREMENT BENEFITS:	21
8.2 - HEALTH INSURANCE:	21
8.2(C) SPECIAL HEALTH DETERMINING COMMITTEE:	23
8.3 - LIFE INSURANCE:	24
8.4 - DENTAL INSURANCE:	24
8.5 - VISION CARE INSURANCE:	25
8.6 - LONG TERM DISABILITY COVERAGE:	25
8.7 PUBLIC EMPLOYEE HEALTH CARE INVESTMENT FUND:	25
ARTICLE NINE MISCELLANEOUS	25
9.1 - NO DISCRIMINATION:	25
9.2 - BULLETIN BOARDS:	26
9.3 - MILITARY SERVICE:	26
9.4 - MISCELLANEOUS PROVISIONS:	26
9.5 - MINIMUM MANNING:	26
9.6 - MANAGEMENT RIGHTS:	27
9.7 - SICK LEAVE ON RETIREMENT:	28
9.8 - CONTROLLING LAW:	28
9.9 - LICENSE:	28
10.0 - HEADINGS:	28
10.1 - ENTIRE AGREEMENT:	28
10.2 - PAGER SYSTEM:	28
10.3 - REOPEN NEGOTIATIONS:	29
10.4 - FOOD ALLOWANCE:	29
10.5 - UNIFORM CLEANING:	29
10.6 - PARAMEDIC LETTER OF AGREEMENT:	29
10.7 - PHYSICAL FITNESS PROGRAM:	29
10.8 - DRUG AND ALCOHOL TESTING:	29
10.9 - EQUIPMENT OPERATOR TRAINING:	30

10.10 - ONE TIME PEHP ADJUSTMENT:	30
10.11 - RESIDENCY REQUIRED DISTANCE:	30
10.12 - EMERGENCY FINANCIAL MANAGER:	30
10.13 - RE-OPENING OF AGREEMENT TO MAXIMIZE STATE INCENTIVE AND REVENUE SHARING:	31
10.14 - RE-OPENING OF AGREEMENT FOR PENSION NEGOTIATIONS	31
10.15 GROOMING STANDARDS	31
LETTER OF AGREEMENT # 1997-1 PART OF 2001 CONTRACT	31

AGREEMENT FIRE FIGHTERS 7/1/2020 to 6/30/20

THIS AGREEMENT, which shall become effective on JULY 1, 2020, 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, AFL-CIO•CLC, on behalf of Local Union 13635-03, hereinafter called the "UNION", party of the second part.

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 ONE RECOGNITION

I.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. The term "Employees", as used in this Agreement, shall be construed as meaning all employees of the Fire Department, exclusive of the Secretary, the Fire Captains, the Assistant Fire Chief, and the Fire Chief; provided, further, that employees hired on a temporary basis shall not be included in the bargaining unit nor shall this Agreement apply to such employees.

I.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 later, 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 later, shall, on the thirtieth day following the effective or execution date, whichever is the later, become and remain members of the Union in good standing.

Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union shall be required, as a condition of

employment, beginning on the thirtieth day following the beginning of such employment or the date of this Agreement, whichever is later, to pay to the Union each month a service charge as contribution towards the administration of this Agreement and representation of such employees. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues and for each month thereafter in an amount equal to the regular and usual monthly dues.

I.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.

I.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 STEEL WORKERS OF AMERICA at the address which he authorizes for this purpose. 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. The Union agrees to indemnify the Employer from any claims arising out of such deductions after monies are received by the Financial Secretary of the Union.

ARTICLE TWO REPRESENTATION & GRIEVANCE PROCEDURE

2.1 - NO STRIKES OR LOCKOUTS: 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 or group of employees covered by this Agreement; and no lockouts on the part of the Employer. The Union or any such group of employees who engage in any of the activities outlined above may be disciplined or discharged, as determined by the Employer. Any dispute concerning whether the Union or group of employees actually engaged in any of such activities may be resolved under the grievance procedure.

2.2 - LEGAL ACTION: 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, claims, 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 proper steps to correct the circumstances giving rise to the dispute, claim, grievance, or complaint within a reasonable time.

2.3 - GRIEVANCE COMMITTEE PERSONS: For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select grievance committee persons as outlined below. The names of the grievance committee persons 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 the grievance procedure.

2.4 - GRIEVANCE PROCEDURE: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the specific terms and provisions of this Agreement. A written grievance shall state (a) who is affected, (b) what happened, (c) when it happened, (d) where it happened, (e) what section of the contract has allegedly been violated (f) what adjustment is requested.

2.4 (A) - FIRE DEPARTMENT: Grievance procedure as to the Fire Department:

First: By the Committee and the Fire Chief, or his designee.

Second: By the Committee and the City Manager, or his designee.

2.5 - ARBITRATION: In the event that either party decides that further meetings in Section 2.4 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 that is within his authority 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, but shall be limited to interpreting the specific terms and provisions of this Agreement.

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.

2.6 - 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) working 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 seven (7) working days after discussion of the matter. The City Manager shall render a decision as soon as reasonably possible but not later than seven (7) 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) days of receipt of the answer in a prior step. Failure to appeal within the ten (10) calendar days will render the latter 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 last meeting between the parties.

2.7 - GRIEVANCE DETAILS: It is agreed that a representative of the United Steel Workers 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 Fire Department Unit Committee shall consist of three (3) employees.

2.8 - HANDLING OF GRIEVANCES: Employees or committee persons attending grievance meetings shall not be paid extra or lose time while at such meetings.

The Committee Chairman (or in his absence, another committee person), shall be permitted a reasonable amount of time to investigate or adjudicate grievances in the Unit after reporting to their immediate supervisor as to their 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 committee person will defer the grievance matters until a later time.

2.9 - MINUTES: The principals in any grievance meeting may keep such minutes as they deem necessary for their own use. Upon request by either party, no verbatim or electronic minutes shall be kept by either party.

ARTICLE THREE DISCHARGE AND SUSPENSION

3.1 - DISCHARGE OR SUSPENSION OF AN EMPLOYEE: If the City Manager or his designated representative decides that reasons exist that are sufficiently important to justify the suspension or discharge of an employee, the Manager shall notify such employee in writing of the specific reasons for their decisions and the date and the time the suspension or discharge is effective.

The Department Head shall have cause for discharge or suspension due to 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 three days, or other reasons sufficiently important to justify discharge or suspension.

During the next five (5) days (Saturday, Sunday, or holiday excepted), the discharged employee or the Union may request a hearing to review the action taken. Such hearing and review shall take place within five (5) days (Saturday, Sunday or holiday excepted) of such request. If after review, the Employer concludes that 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 shall lose the amount of time as agreed upon.

ARTICLE FOUR SENIORITY AND PROMOTIONS

4.1 - SENIORITY UNITS: The employees shall have seniority in the Fire Unit as outlined below for the purpose of layoff and recall provided; however, in order to be retained or recalled, the employees shall have the ability, skill, training, and experience to perform the work. A suitable training period will be provided to determine if employee has said ability, et al. The definition of suitable will be negotiated among the parties as soon as possible.

FIRE DEPARTMENT UNIT

4.2 - TRANSFER OF UNITS: Employee laid off in one unit because of lack of work or funds shall have preference in hiring in another unit in 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 transferred but shall accumulate seniority from date of hire in the new unit. Such employee, however, shall receive credit for total City employment for the purpose of computing other benefits to which they are or may become entitled.

4.3 - PROBATIONARY EMPLOYEES: New employees in the Fire Department shall be on probation for a period of 12 consecutive calendar months before they accrue seniority rights and the right to release such employees shall be vested exclusively in the Employer without regard to other provisions of this Agreement; provided, however, employees retained in employment for a period of less than 12 months and who are later hired as permanent employees shall be given credit for consecutive employment in computing the 12 months if they are severed from the payroll under conditions other than those listed in the following section.

Probationary employees retained in excess of the periods outlined above shall have seniority from date of hire.

Management will have on order a complete set of turnout gear by the end of an employee's probationary period and will have the class A uniform on order by the end of the first year.

4.4 - LOSS OF SENIORITY: Employees shall lose seniority when they have been off work due to illness or injury for five years notwithstanding the Employee's receipt of pay or benefits from the Employer under any sick leave, disability, or workers compensation program or coverage. Employees shall also lose seniority through a voluntary quit, discharge which is considered for good cause hereunder and is not altered as a result of the grievance procedure or after a layoff which extends beyond a two (2) year period or a time period equivalent to the time said employee has worked as a fireman, whichever is lesser, or for failure to contact the Employer within ten (10) days after receiving written notice of a request to return to work from a layoff or to arrange satisfactory terms to return to work.

4.5 - POSTING OF VACANCIES / PROMOTIONS:

In the event of a permanent promotional vacancy, a notice shall be posted on the bulletin board in the Fire Department for five (5) days. The notice shall set forth the basic work requirements of the job, minimum qualifications and the rate of pay. All promotions in this unit, except for the position of Lieutenant, will be filled on the basis of seniority. The Lieutenants position will be filled using a testing procedure as outlined below. All positions will be subject to a 6 month probationary period. During this probationary period, the employee may revert back to their former job classification. If the employee is unsatisfactory in the new position, notice and a description of the unsatisfactory performance will be submitted to the employee in writing.

Job Postings

A. Vacancies for Non-tested positions will be posted when the position becomes open or it is known that the position will become open, i.e. the employee currently in the position has signed and been awarded a new position. B. Tested positions will be posted on the bulletin board in the Fire Department for five (5) days. All interested candidates for tested positions must submit a cover letter and resume to the Fire Chief by the closing date of the posting. Content of the resume and cover letter will not be used to disqualify a candidate from testing,

but will be evaluated during testing. Job postings for a tested position will include the anticipated test date. Any changes in date will be agreed to by the union.

Qualifications to Test

To qualify to test for a Lieutenants position, a candidate must have ten consecutive years of employment with the City of Sault Ste. Marie Fire Department.

If a minimum of three candidates do not meet these qualifications, the necessary years of experience will be decreased in one year increments until a minimum of three Fire Department personnel qualify. For proper record keeping, the employer will include promotion dates for employees on the seniority roster. After the job posting has closed, the employer will post a list of candidates that are qualified to test within five (5) business days. Failure to turn in the required paperwork will be a disqualification to test.

Testing Procedure

The testing and scoring procedure will be comprised of a written test with a maximum value of 50 points, and oral interview with a maximum of 50 points, a Chief Evaluation worth up to 20 points and seniority worth up to 36 points. A maximum possible score is 156 points. To be qualified for promotion, a candidate must pass both the written and oral positions with minimum scores of 70%. Questions asked during the oral and written interviews will be pertinent to the duties required in the open position. The Human Resources Director will provide the Chief with the candidates' personnel files and each candidate may also be asked about material in the file during the Chief's evaluation.

a. Written Test: The written test may be comprised of multiple choice, true and false, short answer, fill in the blank, essay and scenario based questions. All candidates will take the test at the same time and the same location. The test or portions thereof may come from a third party testing agency or through LSSU School of Fire Science. The tests will be scored by the Fire Chief and a Captain. At no time shall any members of this unit be involved in the creations, administration or scoring of the written test. A list of recommended reading and study material will be provided at least four weeks prior to the scheduled written test; this list

may be posted before the job posting. If study material is provided, it will be provided to all candidates. The written test must be passed with score of 70% or greater to continue with the testing process. The candidate's promotional score for the written test will be calculated by multiplying their test percentage for 50.

b. Oral Interview: The Oral Interview Panel shall be comprised of two members of the department at or above the level of the position being tested for and a representative of the Human Resources Department. The board will develop a scoring system to be used with all candidates which can be converted into a percentage. At no time shall the candidates' written scored be known to the panel. The candidate's promotional score for the oral interview will be calculated by multiplying the test percentage by 50.

c. Chief Evaluation: During this portion of the testing candidates will be evaluated on their work experience, qualifications, and overall work and related performance history. The Chief will give the candidate a score ranging from 0-20.

d. Seniority: Candidates will be given a score based on their seniority in the department measured on the stated closing date as listed in the posting. For the purpose of this testing, seniority will be tallied for full years of service from five years and above as outlined below:

- | | | |
|----|-------------|---------------------|
| a. | 5-10 Years | 1 point per year |
| b. | 11-15 Years | 1.5 points per year |
| c. | 16-20 Years | 2.0 points per year |
| d. | 21+ Years | 2.5 points per year |

Example 1: Person with 10 years

1 point/year for years 5-10 = 6 points

Example 2: Person with 19 years

1 point/year for years 5-10 = 6 points

1.5 points/year for years 11-15 = 7.5 points

2 points/year for years 16-19 = 8 points

Total: 21.5 points

Upon completion of the testing, the Chief and a Captain will tally the scores and produce the promotional list. This list will be posted within two days of completion of the testing. This test will remain valid for the probationary period of the position tested for. In the event that the top candidate does not complete the probationary period or reverts to their former job classification, the next candidate shall be selected. In the event that no other candidates are on the list, the testing process shall be repeated. Individuals can request to review their score upon completion of the list. In the event of a tie, the promotion will be awarded to the most senior of the tied candidates. If no employees pass the testing, the process will be evaluated by the Chief and Human Resources Representative and any areas of concern will be addressed. The testing process will then be re-administered.

Example scoring for employee with 16 years of service:

1. Written Score 84% $.84 \times 50 = 42$
2. Oral Score 87% $.87 \times 50 = 43.5$
3. Chief Evaluation 17 = 17
4. Seniority 16 years = 15.5

Total Score = 118

4.6 - SUPERVISORY PROMOTIONS: The Employer shall have the right to choose employees from the bargaining unit to act as Acting Captain on a temporary basis. The employee so chosen shall have the right to return to the bargaining unit and to his former job with accumulated seniority when no longer in such position.

The Employer shall have the right to choose employees from the Fire Department Unit to act in the capacity of Chief or Captain when necessary and such employees shall also be returned to their former jobs with accumulated seniority when such temporary assignment is completed.

4.7 - RETURN TO BARGAINING UNIT: Employees of the Fire Unit promoted to supervisory positions which are other than temporary shall, if no longer needed in such positions or no longer desiring such position, be allowed to return to the bargaining unit under the following conditions: The employee shall retain seniority accumulated while in the Unit and shall continue to accumulate further seniority for a period of one (1) year from the date of such

promotion. At the end of the one (1) year period, seniority will be frozen and the employee will accumulate no further seniority for the balance of the period served in the supervisory position.

In the event the employee is returned to the bargaining unit, he will be first returned to the job from which he was promoted, provided there are then employees in such job with less seniority. If the employee's seniority level will not permit his return to his former job, he will be permitted to choose another job to which his seniority entitled him and for which he can qualify.

4.8 - LAYOFF: When it is necessary to reduce the number of employees in any job classification within a unit, the employee or employees with the least seniority shall be relieved of their jobs, provided that the remaining employees have the ability to perform the available work. These employees shall then have the right to displace or bump another employee in an equal or lower rated job classification in the same unit having less seniority than the bumping employee. To be eligible to bump into a job classification, the bumping employee must have the ability to perform the available work in such job classification. The employee shall be entitled to a training period, and shall be shown the peculiarities of the equipment involved. When an employee bumps into a new job classification, he shall be paid the rate applicable to the new job classification. The definition of a suitable training period shall be reached in future discussions held as soon as possible.

Employees who are displaced from a job by the above procedure or laid off from a job shall be given an opportunity to return to the job from which they were first displaced when the first subsequent vacancy occurs in that job classification.

4.9 - TIE IN SENIORITY: When a tie in seniority occurs, the employee eldest in age will be given seniority preference.

4.10 - LIEUTENANT SUPER SENIORITY: When two or more employees are competing for a benefit under the terms of this contract and when seniority is the basis for awarding the benefit the person holding the Lieutenants permanent position shall be deemed to be senior.

ARTICLE FIVE

WAGES, HOURS AND WORKING CONDITIONS

5.1 - WORK WEEK: There is hereby recognized a normal twenty-four (24) hour day, fifty-six (56) average hour work week for Fire Department personnel.

In the Fire Department 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. daily and end at 7:55 a.m. the following day. The normal work week shall consist of an average fifty-six (56) hours on duty. Should the State Law dictate a lesser average work week, the City or the Union may request the opening of negotiations on this subject.

5.2 - OVERTIME: All hours worked in excess of twenty-four (24) hours in any one day shall be at time and one-half. Notwithstanding any clause contained in this contract double time will not be paid for any hours worked after the date of ratification of the 1998 contract. Both daily and weekly overtime shall not be paid for the same overtime hours. The pyramiding of overtime/premium pay shall be prohibited.

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

Overtime shall be divided as equally as practicable among the available qualified employees in a job classification within a unit by assigning the work to the employee with the fewest total overtime hours. Overtime computation for the purpose of equalization shall be yearly. Employees who are unavailable for overtime for an extended period shall have the obligation to so notify the Supervisor who will then strike such employees names from the overtime list for such period. When enough employees are not obtained on a voluntary basis and the supervisor determines an emergency exists, then employees shall accept the assignment in reverse order of seniority.

5.3 - 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.

5.4 - TEMPORARY TRANSFER: An employee temporarily transferred to a higher rated position shall receive the higher rate in case of emergency or for sick relief, vacation relief, etc. and an employee temporarily transferred to a lower rated job for the convenience or advantage of the Employer shall receive his regular pay.

Due the occasional shortage of manpower, the City and Union agree to the following:

- I. When a shift falls short of on duty drivers, the Captain (or Lieutenant in the absence of the Captain), will reassign the existing on duty personnel upwards one position (i.e.

senior fire fighter to 58 Truck, 58 Truck driver to 52 Truck, and 52 Truck driver to 57 Truck). If the reassignment of the existing on duty personnel would require a person to skip two positions then a trained on duty person under section 10.9 may be assigned. If the available on duty persons are not trained upon that truck, an off duty equipment operator will be called in under the existing over time call in procedure.

- II. If the Captain (or Lieutenant in the absence of the Captain), has been unsuccessful in finding an off duty equipment operator, under the requirements of Paragraph One above, then an equipment operator who is on duty may be moved up two positions to fill the vacancy provided that the individual is confident in their abilities to perform the duties and responsibilities of that position.
- III. The term "equipment operator" in the pay schedule of the Union Contract, shall mean the person who is assigned to drive either Unit 58, 57, or 52. The selection of the person to occupy any of these positions shall be first made by seniority, provided the senior person has the present abilities to perform the duties and responsibilities of that position.
- IV. All employees assigned to drive Unit 57 under this section shall be paid at the lieutenant rate for the duration of the assignment.

5.5 - WORK BY SUPERVISORS: No employee who is excluded from the bargaining unit, including supervisors at any level in any department, shall be restricted from performing any work in his area of responsibility that is normally performed by the employees in the Unit.

5.6 - WAGE SCHEDULE: The Wage Schedule, marked "Exhibit B", hereto attached and made a part hereof shall be effective as indicated in said schedule, and shall continue in effect until modified according to this Agreement. Wage rates for new occupations not show in this Agreement shall be arrived at by mutual consent.

5.7 - 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 (Fire), and as to each employee, his birthday.

a.) For a non-worked holiday, 12 hours at current pay will be paid to the employee in addition to the 2 week base pay.

b.) For worked holidays it is noted that Employees are paid based upon a 28 day cycle. They draw pay every two weeks which pay is not based upon actual hours worked in that 2 week period but rather is based on a flat 112 hours (1/2 of the 28 day 224 hours scheduled). During a two week period that includes a holiday, straight time of 24 hours is included in the 112 hours for any employee scheduled to work that holiday.

In addition employees shall receive the following pay:

(i) **FOR EMPLOYEES HIRED AFTER 7/1/2008:** Employees shall receive added to their base pay an additional 1 and ½ multiplied by hours worked on the scheduled holiday for a worked holiday.

(ii) **FOR EMPLOYEES HIRED BEFORE 7/1/2008 ADDITIONAL COMPENSATION APPLIES FOR WORKED HOLIDAYS:** Employees shall receive added to their 2 week base pay for working 24 hours on a holiday: \$535.71 for fire fighter over three years; \$572.37 for lieutenant; \$547.97 for a driver. Plus the employee will be paid 24 hours at 1/2 multiplied by their applicable hourly rate.

(1) At such time as the combination of the base pay and the holiday pay provided in (i) exceeds the combination of base pay and holiday pay in subsection (ii) Employees hired before 7/1/2008 will be paid under subsection (i).

c.) See attached spreadsheet 5.7 for sample calculations, these changes effective upon ratification not retro-active. (This sheet is an example based upon fire fighter over 3 years at July 1, 2008 pay rate.)

section 5.7 exhibit Holiday Pay		not effective until after ratification					
Pre 2008-2011 Contract Practice							
24hr X \$15.764	\$378.34						
24x1.5 X \$15.764	\$567.50						
Fixed Payment	\$157.37						
TOTAL	\$1,103.21						
Revised Language for 2008-2011 Contract							
			post 7/1/2008 hired	pre 7/1/2008 hired employee			
5,7 b) Base Pay @24hr. X 15.764	\$378.34			\$378.34	pay increases apply		
i) 1.5 X 15.764 X 24hrs	\$567.50				pay increases apply		
ii) Fixed Pay	0.00			\$535.71	fixed no increases		
1/2 X 15.764 X 24hr.				\$189.17	pay increases apply		
TOTAL			\$945.84	\$1,103.22			

5.8 - SAFETY GLASSES: The Employer will pay for all glasses broken, scratched, or defaced during the course of employment excepting in those instances when said destruction was either intentional or involved gross negligence on the part of the employee. The replacement glasses shall be of value and type equivalent to those damaged.

5.9 - DIRECT DEPOSIT AND VACATION PAY: All compensation under this agreement shall be paid by direct deposit. No vacation pay shall be prepaid.

5.10 - PAY PERIOD: Payroll shall be based upon the period of time ending on Sunday.

ARTICLE SIX VACATIONS

6.1 - LENGTH OF VACATIONS: Vacations shall be granted as follows:

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

After seven (7) years continuous service - 168 hours with pay.

After fourteen (14) years continuous service - 240 hours with pay.

After twenty (20) years continuous service - 288 hours with pay.

After twenty-five (25) years continuous service - 336 hours with pay.

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 MARCH 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 March schedule vacation time for use only after their first anniversary date.

(ii). The amount available for March 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.

6.2 - VACATION SCHEDULE: Vacation schedules shall be established by the Employer each year and the Employer shall respect the requests of the employees as to 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. Vacation requests upon less than 24 hour advance notice shall not be granted if any employee (including a captain) is off on sick leave. Preference as to time will be based on seniority. In the Fire Department, an advance notice will be posted designating an adequate period during the first week in March 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 in case of emergency. 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.

A maximum of two (2) days vacation per year may be used without advance scheduling, as set forth in Section 6.2, when the granting of said vacation leave will not result in overtime being paid. The unscheduled vacation leave may only be taken with the authorization of the Fire Chief or the employee's shift Captain. Whenever possible, the request for vacation leave shall be made at least twenty-four (24) hours in advance.

All members of the Unit shall be allowed two (2) weeks on their first selection opportunity, so long as only one week of it is during deer season.

6.3 - 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 6.2 of this Article.

6.4 - HOLIDAY DURING VACATION: If a worked holiday which is recognized under this Agreement falls during an employee's vacation, he will be entitled to an extra day's pay in lieu of an extra day's vacation.

6.5 - 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 SEVEN LEAVE TIME

7.1 - SICK LEAVE: Employees of the Employer in the service for one (1) year or more shall be entitled to annual sick leave pay of 7.5 twenty-four (24) hour days per year with the provision that sick leave may be accumulated up to ninety (90) twenty-four (24) hour days.

Employees absent from work for any reason shall notify the Employer in advance of the employee's shift so that a replacement can be arranged for if the Employer determines that such replacement is necessary, it being agreed that the City may not use this reference to avoid the minimum manning requirements. 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 extends beyond three (3) twenty-four (24) hour work days.

If individual employees establish a pattern of questionable sick leave requests for shorter periods of time or shows abuse of the sick leave privilege, 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) for Firemen or over fifty-six (56) for a Fireman 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 1-1-95.

The first payment shall be due in January, for sick leave days not used in previous twelve (12) months. 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 as set forth in Paragraph I of this section, nor shall it in any way conflict with the calculation of sick pay for retirement purposes.

7.2 - WORKER'S DISABILITY 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 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 re-credited with accumulated sick leave equal to the amount of compensation or pay returned to the Employer.

7.3 - 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 rate of pay based on fifty-six (56) hours in the Fire Department.

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.

7.4 - FUNERAL LEAVE: When a death occurs in an employee's immediate family, he shall be allowed three (3) days off with pay with pay at his regular rate. It is understood that the three (3) days will be three (3) consecutive working days, even though the three (3) days may be interrupted by scheduled days off.

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, sister-in-law, brother-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.

7.5 - CHANGE OF SHIFTS: Fire Department employees will be permitted to change shifts and/or days off with permission of the Chief or Captain in charge of the appropriate

department, with the understanding that the overtime waiver system now in effect may be applied, if applicable.

ARTICLE EIGHT INSURANCE AND PENSIONS

8.1 - RETIREMENT BENEFITS: The Employer shall continue to provide those benefits under P.A. No 345, Police and Fire Pension System as existed on July 1, 1980, and any other mandatory improvements added by the Legislature. This shall include the rider providing use of the best three (3) of the last five (5) years salary for computation. The employee contribution will be 5.6. THE PENSION BENEFIT HAS BEEN INCREASED EFFECTIVE 7/1/95 TO INCREASE THE MULTIPLIER FROM 2.5% TO 2.8% THE COST FOR THIS INCREASED BENEFIT IS 2.87% OF TOTAL PAYROLL. TO FINANCE THIS CHANGE THE WAGES FOR THE FISCAL YEAR BEGINNING 7/1/95 SHALL BE FROZEN AT THE PREVIOUS FISCAL YEAR LEVEL. THE UNION REALIZES THIS FREEZE IN WAGES WILL ARTIFICIALLY REDUCE THE WAGE RATE IN THE FUTURE WHICH EFFECT WILL BE COMPOUNDED BY FUTURE INCREASES IN THE WAGE RATE. THE UNION AGREES TRUE WAGES ARE LISTED UPON TABLE "B-2". THE PENSION FORMULA SHALL BE 2.8% MULTIPLIED BY THE FIRST 25 YEARS OF SERVICE AND 1% MULTIPLIED BY THE REMAINING YEARS OF SERVICE OVER 25 YEARS. 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 lieutenants 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.

Effective for employees hired into the department after March 1, 2013 the vacation leave payout shall not be included in final average compensation for pension purposes.

Bargaining Unit employees elected or appointed as members of the Police and Firemen's Pension Board will be compensated at straight time for all necessary off-duty time spent at meetings or other necessary operating activities of the Board. No such payments shall be chargeable to the pension fund as per P.A. No. 345.

8.2 - HEALTH INSURANCE: The parties agree to have hospital, medical, health, and surgical insurance for all employees and their dependents provided under section 8.2(C) as determined by the SPECIAL HEALTH DETERMINING COMMITTEE. Coverage will commence as soon as practicable after the employee has worked 3 months of continuous service. An alternative

equivalent hospitalization program may be instituted by the Employer. The Union reserves the right to subject the question of "equivalent" to an independent third party for evaluation.

Health insurance will be continued on the layoff of an Employee for two (2) months, measured from the date the Employer pays the insurance premium on the month of layoff.

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.

Notwithstanding any other section of this contract the total Employer cost for health insurance shall not exceed **\$1,274.00** For a family plan, or **\$1019.00** For a two person plan, or **\$493.00** for a single plan . Once this cap has been reached the excess amount per month shall be paid 50% by the Employer and the other 50% shall be deducted from future payments to the Public Employee Investment Fund. Once this cap has been reached either party may re-open negotiations upon the issue of health insurance.

Should two City employees be or become married to each other, then one employee shall receive two person or family coverage whichever is appropriate, and the other employee shall receive coverage as a family member under that employees policy. The employees may determine which union bargaining unit health plan to be covered under. No extra payment shall be made to any employee who is subject to this paragraph.

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 higher of the monthly amount: (i) published in the city personnel policies; (ii) \$450.00, (iii) or such monthly amount as is paid to any other group; provided however, no employee who is eligible for a two person or family plan may elect a single subscriber plan and be paid the difference from a 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 as set forth in Paragraph 7.I, nor shall it in any way conflict with the calculation of sick 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.

Any payments made under this section by the Employer may at the option of the Employer be paid in cash or as an annuity.

The employer, except as required by law, shall not be obligated to pay any portion of an Employee's life or health insurance premiums after the employee has exhausted accumulated vacation and sick leave pay. Receipt by an Employee of long term disability benefits (hereafter collectively called "disability benefits") shall not be considered sick leave pay. An employee must draw weekly from their accumulated vacation and sick leave benefits a supplement to any "disability benefits". The draw must be in a weekly amount equal to the difference between any "disability benefits" and the Employee's regular pay (based upon a normal scheduled work week) so as to evenly deplete accrued vacation and sick leave during the period of Employer payments toward health and life insurance premiums.

8.2(C) SPECIAL HEALTH DETERMINING COMMITTEE:

Each employee of the unit as measured on November 1, 2005 shall be paid \$1,000.00 upon execution of this 2004-2008 contract, and an additional \$1,000.00 when the 5th bargaining unit is participating in this program or on June 30, 2008 whichever is earlier. This \$2,000.00 amount shall not be included in final average compensation.

When the total cost of health coverage (including dental, orthodontic, optical, hearing, prescription, hospitalization, or any other medical related coverage) exceeds **\$1,274.00** For a family plan, or **\$1019.00** For a two person plan, or **\$493.00** for adult with children plan, or **\$460.00** For a single plan (hereafter called the threshold cost) then the Insurance Committee defined below shall meet to modify the total health benefits package to reduce the cost of the total package to a level below: **\$1,274.00** For a family plan, or **\$1019.00** For a two person plan, or **\$493.00** for adult with children plan, and **\$460.00** For a single plan. (Hereafter called the target cost).

Notwithstanding total cost of health coverage the Committee shall also meet at the request of the Manager or any Union to determine coverages and plans.

The committee may select different plans, coverages, providers, networks, increase deductibles, increase co-pays, or otherwise change or eliminate any component to reduce the cost of the benefits to the target cost. The committee shall consider HSA and HRA savings plans and shall set the Employer contribution to such plans so long as the total employer cost including the HSA or HRA contribution is within the target cost.

The health coverage benefits will be determined on a participant wide basis (excluding the Housing Commission and Library) and shall be consistent among all participating City employees regardless of bargaining unit membership or affiliation.

The determining Committee shall be composed of the following voting members: 1 member from each participating bargaining unit, 1 member from the City Department Heads, 1 member from the City non bargaining unit employees, the City Manager, and City Attorney.

The Committee final determination shall be implemented as soon as practicable in each bargaining unit (regardless of the language or duration of any labor contract) and for the non bargaining unit employees as to: Health coverage (including dental, orthodontic, optical, hearing, prescription, hospitalization, or any other medical related coverage) with all plan features and costs; Flexible spending account; HRA or HSA with all features and costs.

The committee shall not determine any payments due employees under the terms of this contract for opting out of the City Health Insurance Program.

Until the committee's final determination is made or until determined by the arbitrator the coverages shall remain in effect as in existence prior to the costs exceeding the threshold. If the committee fails to recommend a plan or the recommended plan is not implemented within nine months the matter shall be submitted to binding arbitration and the arbitrator shall determine the coverage changes to bring the costs down to the target cost. Until the new plan is implemented any employee required contribution to premium shall continue.

8.3 - LIFE INSURANCE: The Employer will furnish and pay for \$30,000 in term life insurance with double indemnity in case of accidental death or dismemberment for all employees excepting upon retirement said amount decreases to \$15,000.

8.4 - DENTAL INSURANCE: To be determined under sections 8.2 and 8.2C. An 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 continue to be covered under the city dental insurance so long as the dental insurance is purchased by the city as a separate

coverage and not as part of any broader coverage that includes benefits other than dental coverage.

8.5 - VISION CARE INSURANCE: To be determined under sections 8.2 and 8.2C.

8.6 - LONG TERM DISABILITY COVERAGE: As soon as practicable after the ratification of the 2001 Labor agreement the Employer shall provide long term disability benefits with a ninety day elimination period for maximum duration of five years own occupation and age sixty five for defined total disability all occupations at 66 2/3% of salary base. Benefits shall be subject to pre-existing condition special qualifications.

8.7 PUBLIC EMPLOYEE HEALTH CARE INVESTMENT FUND: Under the provisions of the "Public Employee Health Care Fund Investment Act" being P.A. 149 of 1999 as amended from time to time, the Employer shall establish a trust fund for the purposes stated in the Act. The funds placed into the trust under the terms of this contract shall be accounted for separately for the fire fighter and public works unit members. The trust fund shall be managed by an Investment Fiduciary Board. Contributions annually to the fund shall be paid by the Employer. The amount paid shall be per employee (based upon the number of employees at the date of payment): \$1,339.00 on 7/1/2008; \$1,372.00 on 7/1/2009; and \$1,406.00 on 7/1/2010. The Employer shall deposit the amounts for each Fiscal Years at the beginning of each fiscal year. The parties to this agreement agree to meet and negotiate during the term of this contract upon the terms of the various resolutions required by the Act. The fund shall pay toward the purchase of health insurance the amount determined by the Investment Fiduciary Board from time to time. No payment shall be made for any month that the employee does not purchase their health insurance.

ARTICLE NINE MISCELLANEOUS

9.1 - NO DISCRIMINATION: There shall be no discrimination or job patronage; further, the Employer, and Union agree that there shall be no discrimination on account of color, creed, sex, religion 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 include or expel any person because of race, color, creed, sex or national origin.

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

9.3 - MILITARY SERVICE: An employee who enters the Armed Service of the Nation or is drafted to participate in the National Defense Program shall be entitled to accumulated rights provided under applicable federal and state laws.

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. Such personnel shall be paid the difference between their normal weekly salary and the National Guard weekly salary. No employee in the Fire Department shall be eligible to join the National Guard, or any other similar military organization requiring annual leave without the express authorization of the Employer. Employees presently members of said organization may continue their membership, and be entitled to re-enlistment.

9.4 - 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. The Employer will continue to keep on hand an adequate supply of coveralls, boots, gloves, and such other protective equipment as has been customarily issued to employees. Uniforms shall be provided as in the past.

The Employer agrees to provide dry cleaning and/or laundry service for a Fireman's clothing when soiled while on duty at a fire or on an ambulance run. The Captains will authorize such cleaning when necessary.

9.5 - MINIMUM MANNING: The five (5) man minimum crew on duty at all times in the Fire Department will be maintained even if it means calling out off-duty employees to bring the number to five (5) and further, a total of six (6) full-time positions shall be authorized for employment per shift excepting for those time frames after the termination/retirement, etc. of an employee during which time the City is proceeding through the recruitment/interviewing/

testing/training process. This time frame shall not exceed thirty-one (31) days unless, by mutual agreement of the parties, an extension is provided for.

For purposes of determining the minimum manning, the ambulance fire fighters on any run within the confines of Three Mile Road are considered to be members of the five person minimum. Notwithstanding the above paragraph even if an ambulance is out on a call inside the city limits, when authorized off duty employees may be called in to return the number of employees actually on duty in the station house to 4 persons.

The parties agree that it may not be necessary to replace a Fireman who is absent from his station while serving as a member of the grievance committee or the bargaining committee, or while on sick call while at the doctor's or a dentist office, unless, in the judgement of the officer in charge, the projected length of absence or other condition prevailing makes it advisable to replace the Fireman. While serving on a union function it is not mandatory to be "in service" and best efforts will be made to utilize available personnel.

For the purposes of determining minimum manning, new hires will not be counted towards any minimum manning requirement until the employee has worked a minimum of 9 shifts and has received med control sign off.

9.6 - MANAGEMENT RIGHTS: All rights to manage the City and to direct the work force are vested exclusively in the Employer, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours (including the necessity for overtime work), daily schedule and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, the right to determine when a need exists for the layoff or recall of employees and the right to determine the qualifications required of employees who wish to fill job vacancies. The Employer shall also have the exclusive right to determine the means, methods and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to management and shall not be deemed to exclude other rights to the Employer not specifically set forth but established by law, Charter, Ordinance or other action by City Council. However, the Employer acknowledges that such rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

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.

9.7 - SICK LEAVE ON RETIREMENT: An employee, upon retirement, shall be entitled to be paid for one-quarter of their unused sick leave (or to the employee's beneficiary of record at the time of his death) except the maximum pay shall be for fifteen (15) 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.

9.8 - 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 be binding on the parties or remain valid but the remaining portions of the Agreement shall remain in full force and effect.

9.9 - LICENSE: All existing employees (except Jeff Malaska, Thomas Rodney, and Benjamin Musielak) shall be required to maintain as a condition of employment the licenses they hold as of 6-30-95. 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.

10.0 - 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.

10.1 - ENTIRE AGREEMENT: This Agreement contains the complete Agreement between the parties hereto and no additions, deletions or amendments shall be effective unless agreed to in writing.

10.2 - PAGER SYSTEM: Members of the Unit shall have the option when off duty to carry departmentally issued pagers. If a call is made on the pager, the Unit member may return to the station to work only under the following conditions:

- a.) He or she is physically able to work; and
- b.) He or she observes all traffic laws while in route.

The order of call in if more than one person is on pager call during any portion of a 24 hour shift shall be to first call the employee with the most seniority and then alternate subsequent calls with the less senior employees.

In exchange for carrying the pager for twenty-four (24) hours, in accordance with Employer determined procedural requirements, the Employee will be paid \$60.00 commencing on full execution of the 2014-2017 contract.

The transfer pager pay listed in the JULY 1, 2014 LETTER OF AGREEMENT shall be increased from \$150.00 to \$180.00 commencing on full execution of the 2017-2020 contract. All other terms and conditions of the letter of agreement remain in effect.

10.3 - REOPEN NEGOTIATIONS: The Union agrees that during the term of this contract it will, upon request, REOPEN NEGOTIATIONS with the Employer the following:

a.) MODIFY PAGER SYSTEM AND PROCEDURES OF SECTION 10.2

10.4 - FOOD ALLOWANCE: The food allowance shall be paid no later than November 1, each year.

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

10.6 - PARAMEDIC LETTER OF AGREEMENT: The 1997-1 (with deleted paragraph 3) letter of agreement shall be continued and made part of this contract. The wages recited in paragraph 7 of the letter shall be adjusted as stated in Table B attached hereto.

10.7 - PHYSICAL FITNESS PROGRAM: All employees hired after July 1, 1998 shall be required annually to pass an employer sponsored:

- a. medical physical, and
- b. a standardized physical fitness test adopted by the employer, after consultation with the union, designed to test the employee's fitness to safely and efficiently perform the expected functions and duties required of a fire fighter.

If the Union after the consultation objects to any part of the program, then the Union may request binding arbitration within 10 days after the Employer notifies the Union that the program has been adopted over the Union's objections.

10.8 - 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 7/1/2000.

10.9 - EQUIPMENT OPERATOR TRAINING: The Employer may elect to train employees to operate the department trucks and any properly trained employee may be assigned temporary equipment operator duties notwithstanding current job assignments or status. The adequacy of the elements of such a training program shall be negotiated with the Union.

10.10 - ONE TIME PEHP ADJUSTMENT: The Employer shall pay on execution of the 2004-2008 contract the amount which has been deducted from the PEHP deposits over the life of the immediately preceding labor contract as a result of the premium cap of section 8.2 to the section 8.7 fund.

10.11 - RESIDENCY REQUIRED DISTANCE: Consistent with the requirements of MCL 15.602 all employees hired on or after July 1, 2008 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. Employees hired before July 1, 2008 who resides outside of this principal residence zone shall register their principal residence location with the City before July 1, 2014. 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 June 30, 2014. Employees outside the zone who subsequently move into the zone shall thereafter remain inside the zone.

10.12 - EMERGENCY FINANCIAL MANAGER:

This agreement allows an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 as amended from time to time, to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act as amended from time to time, 2011 PA 4, MCL 141.1501 to 141.1531. This provision is a prohibited subjects of bargaining under this act.

10.13 - RE-OPENING OF AGREEMENT TO MAXIMIZE STATE INCENTIVE AND REVENUE SHARING:

So as to insure that the City qualifies annually for 100% of all available State revenue sharing and incentive payments of every kind and nature the parties shall re-open the contract for additional negotiations upon the request of either party should a term or condition of this contract appear to jeopardize the City's receipt of such revenue to the city. Should the re-opening negotiations reach an impasse between the parties the resolution of such impasse shall not be subjected to arbitration under the compulsory arbitration statute.

10.14 – RESERVED FOR FUTURE USE:

10.15 GROOMING STANDARDS: In the Fire Department, employees shall wear no beards; sideburns must be clipped no longer than the bottom of the earlobe; mustaches shall not extend down over the lip, nor more than one-half inch from the edge of the mouth.

THIS AGREEMENT shall be effective **July 1, 2020** and shall continue in effect until **June 30, 2024** 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 15 days following receipt of such notification.

LETTER OF AGREEMENT # 1997-1
PART OF 2001 CONTRACT

On NOVEMBER 4, 1997, the City of Sault Ste. Marie Fire Department and the Steelworkers Union make this agreement regarding the Department upgrade from Limited Advanced to Paramedic Ambulance Service.

It is not the intent of this agreement to supersede any current contract language except as specifically provided herein. This agreement consists of the following:

- 1) The following named employees are the only employees who will receive compensation under section 2 of this letter of agreement.

Brian Reattoir

Mike Hill

Richard Duell

Tom Rodney

Ben Musielak

Rod Sanford

Tom Sherman

Bill Windsor

Jason Thrope

The Named Employees above are the only employees who have accepted the offer of the City to participate in the certification program defined herein. No other employees may join in this agreement without the written consent of the City.

All Employees who are not named above, including employees hired after the date of this agreement, will not be paid any additional money under the terms of this letter of agreement notwithstanding the fact they have or will acquire state paramedic certification.

The use of the term employee below shall only mean employees named above.

- 2) Beginning only when FOUR of the nine employees named above have acquired state paramedic certification, an employee who acquires state paramedic certification shall be paid thirty cents per hour as additional compensation.
- 3) deleted.
- 4) All employees receiving paramedic training provided through this department shall be utilized for staffing in the discretion of the City as necessary on the

ambulance in addition to the current duties of the employees position. Section 9.9 of the Labor Agreement is amended to delete THOMAS RODNEY AND BENJAMIN MUSIELAK when they complete their state paramedic certification.

- 5) All training when necessary will be performed during normal working hours which will be paid accordingly. If other hours are necessary, it will be paid according to contract language as to time and a half and double time.
- 6) Should an employee not acquire the State License for any reason, it is not the intent of this agreement to either lay off or terminate said employee due to lack of license.
- 7) The City shall set the annual rate of pay for the position of paramedic at \$23,000.00 for fiscal year beginning July 1, 1997. All said paramedics will be considered members of the Fire Fighters bargaining unit under section 1.1 of the 1994 labor agreement.
- 8) If a contract between the City of Sault Ste. Marie and War Memorial Hospital for ambulance services is not consummated or if after consummation it is terminated for any reason at any time then the City may modify or terminate the paramedics positions in such fashion as the City deems reasonable.

THIS AGREEMENT shall be effective as of JULY 1, 2020 and shall continue in effect until JUNE 30, 2024 and shall automatically renew itself for annual periods unless either party notifies the other party not less than 120 days prior to JUNE 30, 2024 or any subsequent annual expiration date of a desire to modify or terminate the Agreement. In the event of such notice, the parties agree to meet within 15 days to commence negotiations.

Notice shall be by registered mail and if by the Employer, be addressed to the United Steelworkers, Suite #10 – Euclid Plaza, 503 N. Euclid Avenue, Bay City, Michigan, 48706-2965, with a copy to the Local Union; and if by the Union, to the City Manager, City of Sault Sainte Marie, City-County Building, 225 E. PORTAGE AVENUE, Sault Ste. Marie, Michigan, 49783-2188.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this xx day of MONTH, YEAR, effective MONTH DAY, YEAR.

City of Sault Ste. Marie

Brian Chapman, City Manager

UNITED STEELWORKERS (USW)

Thomas Conway, International President

John Shinn, International Secretary-Treasurer

David McCall, International VP, Administration

Fred Redmond, International VP, Human Affairs

Michael Bolton, Director, District 2

Steve Meyer, Staff Representative

USW Local 13635-03 Committee Members

Peyton Blakely, Unit Steward, LU 13635-03

Phil Sheppard, Committee, LU 13635-03

Jason Carstens, Committee, LU 13635-03

Robert Allen Hipps, Committee, LU 13635-03

Kevin J. Mohar, President, LU 13635

CITY FIRE FIGHTER WAGE SCHEDUAL

POSITION	7/1/2019	12/27/2020	6/27/2021	6/26/2022	06/25/23
FIRE FIGHTER >3YRS	\$53,914.11	\$54,992.39	\$56,092.24	\$57,214.09	
FIRE FIGHTER >1YRS	\$50,996.60	\$52,016.54	\$53,056.87	\$54,118.00	
FIRE FIGHTER <1YRS	\$48,251.11	\$49,216.14	\$50,200.46	\$51,204.47	
PARAMEDIC	\$37,112.39	\$37,854.64	\$38,611.74	\$39,383.97	
EQUIPMENT OPERATO	\$1,178.13	\$1,201.69	\$1,225.72	\$1,250.24	See Note
FOOD ALLOWANCE	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	Below
BOOT ALLOWANCE	\$150.00	\$150.00	\$150.00	\$150.00	
LIEUTENANT*	\$58,570.00	\$59,741.40	\$60,936.23	\$62,154.95	
	2.00%	2.00%	2.00%	2.00%	

* THE POSITION OF 58 DRIVER IS ELIMINATED EFFECTIVE ON THE RATIFICATION DATE OF THE 1998 CONTRACT AND THE LIEUTENANT POSITION WILL BE FILLED BY THE 58 DRIVER UPON RATIFICATION.

** THE EMPLOYER PURCHASED FROM THE UNION ELIMINATION OF DOUBLE TIME FOR 1.7 PERCENT OF PAY EFFECTIVE 7/1/98

*** LIEUTENANT PAY SHALL BE EQUAL TO FIRE FIGHTER >3YEARS PLUS EQUIPMENT OPERATOR PREMIUM PLUS 1/2 THE AMOUNT TO CAPTAIN PAY FLOATING.

AFTER 7/1/04 PAY SHALL NO LONGER BE A FORMULA OF CAPTAIN PAY

WAGE TABLE "B-2"

POSITION	7/1/2019	12/27/2020	6/27/2021	6/26/2022	06/25/23
LIEUTENANT*					
FIRE FIGHTER >3YRS	\$55,461.45	\$56,570.68	\$57,702.09	\$58,856.13	
FIRE FIGHTER >1YRS	\$52,460.21	\$53,509.41	\$54,579.60	\$55,671.19	
FIRE FIGHTER <1YRS	\$49,635.92	\$50,628.64	\$51,641.21	\$52,674.04	See Note
					Below
EQUIPMENT OPERATO	\$1,211.94	\$1,236.18	\$1,260.90	\$1,286.12	
INFORMATIONAL LINE					
CAPTAIN PAY RATE	2.00%	2.00%	2.00%	2.00%	

WAGE TABLE B-3

POSITION	7/1/19	12/27/20	06/27/21	06/26/22	06/25/23
FIRE FIGHTER >5YRS					
FIRE FIGHTER <5YRS	\$52,296.69	\$53,342.62	\$54,409.48	\$55,497.66	
FIRE FIGHTER <4YRS	\$50,679.27	\$51,692.85	\$52,726.71	\$53,781.24	
FIRE FIGHTER <3YRS	\$49,061.84	\$50,043.08	\$51,043.94	\$52,064.82	See Note
FIRE FIGHTER <2YRS	\$47,444.42	\$48,393.31	\$49,361.17	\$50,348.40	Below
FIRE FIGHTER <1YRS	\$45,827.00	\$46,743.54	\$47,678.41	\$48,631.97	
	2.00%	2.00%	2.00%	2.00%	

The "parties" agree to a wage reopener for year four (4) with an effective date of June 25th, 2023. The "parties" will meet to discuss wages only during the reopener and any mutually agreed upon wage increase will be equal to or greater than 2%.