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**AGREEMENT BETWEEN**

**CITY OF SAULT STE. MARIE  
(PUBLIC WORKS)**

**and**

**UNITED STEELWORKERS OF AMERICA  
LOCAL 13635**

**July 1, 1995 - June 30, 1998**

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*Sault Ste Marie, Mich, City of*

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**AGREEMENT WITH PUBLIC WORKS UNIT 1995**

THIS AGREEMENT, which shall become effective on July 1, 1995, by and between the CITY OF SAULT STE. MARIE, MICHIGAN, a MUNICIPAL CORPORATION OF THE STATE OF MICHIGAN, hereinafter called the "EMPLOYER", party of the first part, and the UNITED STEELWORKERS OF AMERICA, AFL-CIO, 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 that end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

**ARTICLE ONE**

**RECOGNITION**

**1.1 - EXCLUSIVE BARGAINING AGREEMENT:** 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 one Employer as defined in this paragraph. The term "Employees", as used in this Agreement, shall be construed as meaning all employees of the Public Works Departments, but excluding, however, Supervisors, Deputy Department Heads or Ass't. Superintendents, Department Heads, Cemetery Superintendent, and Clerical employees; 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.

**1.2 - 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 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 the 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 the Section by the payment of a sum equal to that portion of the periodic dues which are used for collective bargaining purposes and fulfillment of the Union's obligations under this contract.

**1.3 - 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.

**1.4 - 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 Treasurer of UNITED STEELWORKERS OF AMERICA, Five Gateway Center, Pittsburgh, PA 15222. 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.

## ARTICLE TWO

### REPRESENTATION AND 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 any employee covered by this agreement; and no lockouts on the part of the Employer.

Any employee who engages in any of the activities outlined above may be disciplined or discharged, as determined by the Employer. However, any dispute concerning whether an employee

actually engaged in any 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, 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 proper steps to correct the circumstances giving rise to the dispute, claim, grievance, or complaint within a reasonable time.

**2.3 - 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.

**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, and (f) what adjustment is requested.

**2.4 (a) - PUBLIC WORKS:** Grievance procedure as to the Public Works Unit:

First: By the employee(s) and a committeeman with  
the employee's designated Supervisor.

Second: By the Committee and the City Manager.

**2.5 - ARBITRATION:** In the event that either party decides that further meetings in Section 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. 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) days will render the latter appeal null and void.

The Employer will schedule a meeting in any higher step appeal within ten (10) 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) 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 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 Public Works Unit committee shall be made up of 2 employees and the President of the Local Union. The affected Employee or one representative employee when more than one employee is affected may attend all steps of the grievance process.

**2.8 - HANDLING OF GRIEVANCES:** Employees or committeemen attending grievance meetings shall not be paid extra nor lose time while at such meetings.

The committee chairman in each unit (or in his absence, another committeeman) shall be permitted a reasonable amount of time to investigate or adjudicate grievances in his unit after reporting to his immediate supervisor as to his intent. The supervisor will not arbitrarily deny him such right, except it is understood that if there is necessity for his presence on the job, the committeemen 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 SUPERVISION**

**3.1 - DISCHARGE OR SUSPENSION OF AN EMPLOYEE:** If the City Manager

or his designated representative determines that an employee shall be suspended or discharged because of misconduct, failure to perform his/her 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 that are sufficiently important to justify the suspension or discharge of an employee, he shall notify such employee in writing, of the general reasons for his decisions and the date and the time the suspension or discharge is effective.

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 Union agrees with the Employer that the action was justified, the matter shall be dropped and no grievance filed. 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 various jobs, as outlined below, for the purpose of layoff and recall, provided, however, in order to be retained or recalled, the employee shall have the ability, skill, training, and experience to qualify for the work. The jobs referred to above include all jobs in the Public Works Department and Pullar Community Building, which all shall be considered one unit for the purposes of this Agreement.

Prior to July 1, 1983, there shall be no interchange of seniority between jobs in the Public Works Unit and jobs in the Pullar Community Building. Effective as of July 1, 1983, members



of the Department of Public Works and the Pullar Community Building shall begin accumulating seniority (for the purpose of layoff or recall), which seniority accumulated after this date, shall be interchangeable between jobs in either location.

Regardless of the seniority accumulated before or after July 1, 1983, all employees when a transfer is made, shall receive credit for total continuous City employment, for purposes of computing other benefits to which they are or may become entitled.

**4.2 - TRANSFER OF UNITS:** Employees laid off in one job because of lack of work or funds for that job, shall have preference in hiring in another job in the work which they can perform adequately, in the event of a vacancy in such other job in the Public Works Unit.

Employees laid off in the Public Works Unit because of lack of work or funds, shall have preference in hiring in another City 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 Public Works Unit from which transferred, but shall accumulate seniority from date of hire in the new Unit (Police Department, Fire Department, Clerical). 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 Public Works Unit, shall be on probation for a period of six (6) 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 six (6) months, and who are later hired as permanent employees, shall be given credit for consecutive employment in computing the six (6) 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 the date of hire, in the

Public Works Unit.

**4.4 - 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 (2) year period 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 VACANCY:** In the event of a permanent vacancy, a notice shall be posted on the bulletin boards for three (3) full working days. The notice shall set forth the standard work requirements of the job, standard qualifications and the rate of pay. During this period, applications will be received and from these applications the vacancy will be filled if any applicant is qualified, or would be qualified after a reasonable training period. Preference will be given the employee on the basis of seniority.

The rate of pay during any training period hereunder will be the employee's regular rate of pay or the rate for the job applied for, whichever is less.

The employer shall award the bid on the fourth day and transfer the successful applicant to the new job, or the employer may hold the applicant in the old job. If held in the old job the applicant shall be paid at the applicable new job rate until the actual transfer occurs. There shall be no compensation for lost overtime opportunities as a result of holding the applicant in the old job.

**4.6 - SUPERVISORY PROMOTIONS:** The Employer shall have the right to choose employees from the bargaining unit to act as Foreman 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.

**4.7 - RETURN TO BARGAINING UNIT:** Employees of the Public Works 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 for a period of two years from the date of such promotion. In the event the employee is returned to the bargaining unit during the two year period, 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 this former job, he will be permitted to choose another job to which his seniority entitled him and for which he can qualify.

If the employee returns to the bargaining unit after the two year period, he shall have forfeited seniority privileges for such matters as promotion, transfers, and bumping rights, etc. However, for such matters as vacation accumulation, pension, and sick leave credits, etc., full credit for time continuously served with the Employer shall be acknowledged.

**4.8 - LAYOFF:** When it is necessary to reduce the number of employees in any job classification, the employee or employees with the least seniority shall be relieved of their jobs. These employees shall then have the right to displace or bump another employee in the same unit having less seniority than the bumping employee. To be eligible to bump into a job classification, the bumping employee must be capable of adequately performing the work involved in that job in a trial period which will be not in excess of three (3) days in the labor classification, with an additional three (3) days allowed for each job-rate step above the labor classification. Job-rate steps shall be determined by listing the classification above labor rate in the order of pay-rate steps. Where annual salaries apply, an hourly rate shall be computed and related to the nearest hourly rated job-rate step to determine the number of days in a trial period, unless a specific trial period is stated.

Employees who are displaced from a job by the above procedure or laid off from a job because of lack of work or funds, shall be given an opportunity to return to the job from which bumped or laid off when the first subsequent vacancy occurs in that job classification. However, any employee who waives his right to

return at the first vacancy shall forfeit any later right to return under this procedure.

When an employee who bids or bumps into a job is disqualified and returns to his former job, all employees affected by the return shall also be returned to the jobs they formerly held.

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

**4.10 - REMAINING ON DUTY IN SEWAGE PLANT OR PUMPING STATION:** Any employee in the Water Pumping Station or Sewage Treatment Plant, who takes his position through new hire or bid, shall take no other Unit position with the Employer for one (1) year after the Employee is fully certified upon completion of training.

#### ARTICLE FIVE

##### WAGES, HOURS AND WORKING CONDITIONS

**5.1 - WORK WEEK:** There is hereby recognized a normal eight (8) hour day, five (5) day week of forty (40) hours in the Public Works Unit.

(a) In the Street, Water Department group, the work week of forty (40) hours shall be worked within the period of Monday through Saturday of each week. While it is understood that work schedules for individual employees may be varied in this period, the work week of individual employees shall consist of five (5) consecutive days.

(b) The Water Filtration Plant and the Waste Water Treatment Plant employees shall work a week of 5 eight hour days and each employee shall work forty (40) hours during the 5 days.

(c) In the Pullar Building, the work week shall consist of five (5) eight (8) hour days which shall be worked in the work week of Monday through Sunday. Employees in the Pullar Building shall not have their shifts split during the day.

**5.2 - OVERTIME:** All hours worked in excess of eight (8) hours in any one work day or forty (40) in any work week shall be at time and one-half pay. Double time will be paid for all hours worked on the seventh (7th) consecutive day worked in any one work week, and double time will be paid for all hours worked after 16 hours of

continuous work unless the employee is released for a minimum of 6 hours. Both daily and weekly overtime shall not be paid for the same overtime hours.

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 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 in writing who will then strike such employees names from the overtime list for such period. However, such notice shall not relieve the employee of the obligation to work overtime when the Employer has determined that the needs of the City are not being satisfied by those employees volunteering for overtime work. When enough employees are not obtained on a voluntary basis, then employees in the affected job classification (and department in Public Works) within a Unit shall accept the assignment in reverse order of seniority.

**5.3 - CALL-PAY:** Employees reporting for work or called in on an emergency assignment shall receive not less than two hours pay for reporting provided they are not notified before not to report. This provision shall not apply to employees of the Water or Public Works Department who receive regular standby pay for being "on-call". Employees "on-call" will receive **\$200.00** for any week in which they are subject to call in addition to their regular pay. All hours worked while on call shall be paid for in accordance with this Agreement and shall be in addition to the **\$200.00** . When an employee assigned to "on-call" duty desires to be temporarily relieved of such duty for a specific period, he shall make arrangements for another qualified employee to replace him for that period. When an employee assigned to "on-call" duty is called in to work, he/she may work up to 4 hours before being required to call in the low qualified overtime employee to finish the job. The 4 hours worked by the "on-call" employee shall not result in a

violation of Section 5.2 of the contract. If the on call employee works over 5 hours on the particular job called to perform then the employer will pay the aggrieved employee who was not called to work pay from the 4 hour mark. It is intended that the fifth hour if worked by the employee "on-call" will be a grace period to allow for errors in judgement as to how long the job being performed would take to complete. All employees shall be allowed to sign up each year for "on-call" duty, which duty shall be rotated between them.

**5.4 - SIZE OF WORK FORCE:** The fact that the normal work week is established at forty (40) hours does not, in itself, guarantee forty (40) hours of work. Work requirements and City finances shall determine the number of employees retained on the job. However, any reduction in force necessary shall be accomplished in accordance with Section 1, Article IV hereof.

**5.5 - TEMPORARY TRANSFER:** The Employer shall have the right to temporarily transfer employees from one job classification to another job classification within the Public Works Unit, to cover for employees who are absent from work due to illness, accident, vacations, or leave of absence, and to fill temporary jobs or temporary vacancies, and to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the Public Works Unit, temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he or she is temporarily transferred, but shall retain his or her seniority in the permanent classification from which he or she was transferred.

An employee temporarily transferred to a higher rated position, shall receive the higher rate, and an employee temporarily transferred to a lower rated position, for the convenience or advantage of the Employer, shall receive his or her regular pay. It is understood that the application of this section to jobs in the Pullar Community Building is qualified, and that the Union recognizes that the Pullar Community Building number of employees is small, and is a certain amount of interchange of duties is

normal, and will not necessarily require a change in the rate of pay.

**5.6 - LIST OF RATES:** The stewards and committeemen shall be furnished a list of the employee's rates and classifications and any further changes related thereto.

**5.7 - WORK BY SUPERVISORS:** No employee who is excluded from the bargaining unit, including Supervisors at any level in any department, shall perform any work (except for negligible amounts) normally performed by the employees in the unit except in an emergency or in the instruction of employees. This clause shall not apply to Cemetery Superintendent when working in the Cemetery, nor to temporary labor excluded from the unit. The work performed by Supervisors (except Cemetery Superintendent) shall not be used to erode the size of the bargaining unit or eliminate regular or normal overtime.

**5.8 - 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 shall be established by the City, who shall then immediately notify the Union. If the Union disagrees, a grievance may be filed with the City Manager within five (5) working days.

**5.9 - 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), the Day after Thanksgiving (Public Works), and to each employee, his birthday. Employees shall receive a holiday allowance of eight (8) hours straight time pay for each of the holidays if no work is performed thereon. Hours worked on a holiday shall be compensated for by payment of time and one-half in addition to the holiday allowance. If hours worked on a holiday exceed eight (8) hours, double time will be paid for those hours which exceed eight (8) hours.

When a holiday falls on Saturday, it may be celebrated on Friday, in which case the employees will work Monday through

Thursday and receive pay for five (5) days.

**5.10 - SUBCONTRACTING:** It is the intent of the City government to utilize its own forces for major projects wherever feasible; however, the Employer shall have the right to subcontract that work which, in its judgement, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on an efficient basis. If subcontracting does occur which would result in layoffs of unit employees, the Employer agrees to so notify the Union 45 days in advance of subcontractor award. The Employer will, upon request of the Union, meet with the Union for the purpose of discussing the implications of such actions, and the availability of alternatives to such action.

**5.11 - TEMPORARY VACANCY:** When a temporary vacancy exists in any job classification, the employee with the greatest amount of seniority who can qualify for the job, will be assigned the job if he or she is available therefore, when needed, without duly interfering with the work.

**5.12 - 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. Glasses replaced will be of similar value as those broken.

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

After one (1) year continuous service - two (2) weeks  
with pay.

After seven (7) years continuous service - three (3)  
weeks with pay.

After fourteen (14) years continuous service - four (4)  
weeks with pay.

After twenty (20) years continuous service - five (5)  
weeks with pay.

After twenty-five (25) years continuous service - six (6)  
weeks with pay.

**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. Preference as to time will be based on seniority. Employees will give adequate notice when requesting vacation time of less than one week duration and shall provide at least 7 days written notice for vacation requests of one week or more. (The Employer may waive this requirement and accept shorter notice.) The Employer shall inform the employee in two working days of disapproval of the vacation request. An employee called back from vacation time will receive credit of the vacation time during the week in the same manner as though he had been at work for the purpose of computing overtime.

**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 Section 2 of this Article.

**6.4 - HOLIDAY DURING VACATION:** If a holiday which is recognized under this Agreement falls during an employee's vacation, he shall be entitled to an extra day's vacation on that account.

**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 with pay of fifteen (15) days per year with the provision that sick leave may be accumulated up to one hundred twenty (120) 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. 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 five (5) days or in any instance when the Employer has reason to believe that the sick leave benefit is being abused.

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 eight (8) or over forty (40) in a day or week respectively.

**7.1 (A)** - Employees may use up to five (5) days of the annual allocation for illness of any immediate family member. These days shall not accumulate. Immediate family members shall mean those as defined in Section 7.4.

**7.1 (B)** - 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 32 hours or less of sick leave in the calendar year. No payments shall be made for accumulated sick leave prior to January 1, 1995.

**7.2 - WORKER'S DISABILITY:** 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 workman's 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 employee's 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 recredited 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 forty (40) hours.

If the jury duty coincides with a scheduled work day of the employee but not the shift scheduled to be worked on that day, then the hours scheduled to work shall be changed so as to allow the jury duty to be reasonably accommodated. At the end of jury service each day the employee shall report to work for the remaining time of the employee's scheduled shift.

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, one of which shall be the day of the funeral, 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, **grandchildren**, 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:** Public works employees will be permitted to change shifts and/or days off with permission of the Supervisor 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 - BENEFITS:** The Employer shall continue to provide benefits under the Municipal Employees Retirement System under the B-2 Plan. Conversion of the Unit from C-2 to B-2 shall occur as soon as possible. The present F-55/30 MERS Rider will be converted to the F-50/25 Rider on June 30, 1995.

**8.2 - HEALTH INSURANCE:** The Employer agrees to furnish Blue Cross-Blue Shield Hospital, Medical and Surgical Insurance (VF coverage) for all employees and their dependents. 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.

The coverage will also provide Master Medical Coverage and a Prescription Rider (**UNDER THE PPO PROGRAM**) under which the employee will pay the first two (2) dollars of any prescription and the coverage will pay the balance. 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.

**8.3 - LIFE INSURANCE:** The Employer will furnish and pay for \$20,000 in term life insurance with double indemnity in case of accidental death or dismemberment for all employees. This amount shall be decreased to \$10,000 for those who retire during the term

of this contract. Retired employees will be kept in the active group.

**8.4 - DENTAL INSURANCE:** The Employer will provide dental insurance for employees and their dependents. The coverage will provide 100% payment (subject to plan caps and covered service definitions) of covered services (orthodontics exempted).

**8.5 - VISION INSURANCE:** The Employer will provide a family vision care plan in accordance with the Blue Cross Plan attached hereto as Exhibit "A". In addition, the Employer shall provide the 12 month frequency rider known as FLVSA to this plan.

**8.6 - AUDIO COVERAGE:** The Employer will provide a family audio care plan in accordance with the plan attached as Exhibit "B".

#### **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 exclude 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 will be returned to his position within six (6) months of his honorable discharge or termination of such service (applies to first enlistment only) and be entitled to accumulated rights provided under applicable federal and state laws.

Personnel in the National Guard shall be permitted to attend annual encampment. Such personnel shall be paid the difference between their normal weekly salary and the National Guard weekly

salary.

**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. A room shall be furnished at the Pullar Building for the exclusive use of the employees to keep personal clothing and possessions in.

The Employer will provide coveralls for all greasy or dirty work at the Water Pumphouse.

An employee in the Public Works Unit requested or required to work overtime in excess of two (2) hours immediately following his regular shift shall be furnished an adequate lunch at the Employer's expense. The food may be either delivered to the work site or the employee may be released from the work site. Meal reimbursement may not exceed \$5.00 and must be accompanied by a receipt from the restaurant. Under unusual circumstances, or when overtime is lengthy and arduous, the Supervisor, at his discretion may exceed this limitation.

**9.5 - 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 which shall be contained within the job description. 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 of 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 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.

**9.6 - LICENSE AND TRAINING PROGRAM:** The Union recognizes that the complexities of the jobs in the Waste Water Treatment Plant, Water Filtration Plant, Water Distribution Department, and the Mechanics positions controlled by this contract require a trained and properly licensed work force. To advance these requirements the Employer may set minimum license requirements for these jobs at the time they are posted and bid. If a job was posted as requiring a license the employee awarded the job shall as soon as eligible under the applicable testing guidelines take the test for the required license. If the employee fails the test he or she shall have the right to take the next test offered. Failure to pass the test and acquire the license in this time period shall result in the employee being returned to his former position. The license required by the employer shall not exceed the minimum level offered by the applicable license issuing body, unless a higher level license is required by law or regulation. In the event a higher level license is so required then the posting shall contain it as a requirement for the job.

The employer may mandate training as it deems necessary from time to time for all its positions.

**9.7 - SICK LEAVE PAY 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 death except the maximum of pay shall be for thirty (30) days.

**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 - 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.

**9.10 - 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.

**9.11 - WORK WEEK:** The Employer may initiate, in conjunction with the Union, an alternative work schedule for Public Works employees which would allow for a four (4) day, ten (10) hour per day, weekly work cycle. Either party may request termination of said program, and said program will be terminated within fourteen (14) days of receipt of notice.

**9.12 - WORK FORCE:** Employees in the Cemetery and any other Public Works division may be interchanged at the Employer's discretion. Should there be a reduction in the authorized strength at the Cemetery, Public Works personnel will be assigned by the Employer to assist in the burial at the Cemetery. The City Manager will designate those departments which will provide the necessary assistance, and said assignments will then be made on a weekly basis.

**9.13 - CLOTHING ALLOWANCE:** During fiscal year 1995 as soon as practicable after the signing of this contract, the Employer shall pay a one time clothing allowance of \$200.00 to each Employee.

**THIS AGREEMENT** shall be effective July 1, 1995 and shall continue in effect until June 30, 1998 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 this 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, MI 49866 and if by the Union to the City Manager, City-County Building, Sault Ste. Marie, MI 49783.

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

UNITED STEELWORKERS OF AMERICA

CITY OF SAULT STE. MARIE, MICHIGAN

*George Becker*  
*Joe W. [unclear]*  
*[unclear]*  
*Leon [unclear]*

*A. R. [unclear]*  
*[unclear]*

*Harry E. Lester*  
*Robert B. [unclear]*  
*Harry Kelly*  
*William S. Kellie*  
*Kevin Garland*  
*Beth Bennett*  
*Patrick J. [unclear]*

CITY PUBLIC WORKS WAGE TABLE 7/1/95 TO 6/30/98

JOB	7/1/94	7/1/95	7/1/96	7/1/97
ASS'T PARKS & REC	\$13.37	\$13.73	\$14.13	\$14.54
WWTP OPERATOR	\$13.68	\$14.05	\$14.46	\$14.88
WWTP LAB TECH	\$13.68	\$14.05	\$14.46	\$14.88
WWTP MAINTANCE	\$13.98	\$14.36	\$14.77	\$15.20
WTP CHIEF OPERATOR	\$13.98	\$14.36	\$14.77	\$15.20
WTP OPERATOR	\$13.68	\$14.05	\$14.46	\$14.88
HEAVY EQUIPMENT	\$13.22	\$13.58	\$13.97	\$14.38
HEAD METER PERSON WTP	\$13.22	\$13.58	\$13.97	\$14.38
MECHANIC	\$13.22	\$13.58	\$13.97	\$14.38
PIPEFITTER WTP	\$13.08	\$13.43	\$13.82	\$14.22
WATER DISTRIBUTION TECH	\$13.08	\$13.43	\$13.82	\$14.22
WATER METER REPAIR	\$13.08	\$13.43	\$13.82	\$14.22
METER READER WTP	\$13.01	\$13.36	\$13.75	\$14.15
ASS'T CEMETARY	\$13.01	\$13.36	\$13.75	\$14.15
FORM SETTER CARPENTER	\$12.88	\$13.23	\$13.61	\$14.01
PAINT SHOP LEADER	\$13.22	\$13.58	\$13.97	\$14.38
SEWER CREW LEADER	\$12.74	\$13.08	\$13.46	\$13.85
LIGHT EQUIPMENT	\$12.50	\$12.84	\$13.21	\$13.59
MAINTENCE PERSON	\$12.50	\$12.84	\$13.21	\$13.59
CUSTODIAN	\$12.15	\$12.48	\$12.84	\$13.21
LABORER	\$12.06	\$12.39	\$12.74	\$13.11
STOCK & TIMEKEEPER	\$32,477.06	\$33,353.94	\$34,321.20	\$35,316.52
HEAVY EQUIPMENT OPERATOR WAGE SHALL BE PAID WHEN EMPLOYEES OF A LOWER CLASSIFICATION ARE OPERATING THE BACKHOE, DRAG BLADE OR LOADER.				
LIGHT EQUIPMENT OPERATOR WAGE SHALL BE PAID WHEN EMPLOYEES OF A LOWER CLASSIFICATION ARE OPERATING: SIGN SHOP ASST, HOLDER TRACTOR, BOILER, SALT CONVEYOR, RAKER ASPHALT PATCHING, INSECTICIDE, FOGGER, CHAINSAW, BUCKET TRUCK, FORM SETTER, VACTOR ASST, BOILER ASST.				
<b>MISCELLANEOUS</b>				
CRANE OPERATOR	\$13.68	\$14.05	\$14.46	\$14.88
WING GRADER	\$13.68	\$14.05	\$14.46	\$14.88
LAYING SEWER PIPE	\$13.08	\$13.43	\$13.82	\$14.22

For WWTP and WTP operator, beginning pay rate equals Meter Reader WTP; after 3 months, Pipefitter; after 6 months, Heavy Equipment; after fully certified or trained (at least 9 months) WWTP or WTP Operator.

Employees chosen to act as group leaders or with assistant supervisory duties shall receive 30 cents per hour above their regular rates.

Employees taken from the regular day shift and assigned an afternoon shift shall receive 20 cents above regular rate and employees assigned a night shift shall receive an additional 30 cents per hour.

Mechanics will receive a 20 cent per hour tool allowance.

Employees doing bridge repair work other than routine maintenance shall receive 25 cents per hour in addition to their regular pay.

Employees engaged in thawing frozen water mains or leads shall be paid equivalent to WWTP Operator.

**LETTER OF AGREEMENT I**

The Union will, upon request of Employer, discuss using state, federal, local and volunteer work programs by the City.

Nothing in this letter reduces or enlarges either party's rights under the labor agreement.

**UNITED STEELWORKERS OF AMERICA**

**CITY OF SAULT STE. MARIE, MICHIGAN**

*Harry Hillis*

*L R Mela*

M E M O R A N D U M

TO: Harry Killips, Pres., USWA Local 13635  
FROM: City Manager Nebel  
DATE: October 27, 1994  
SUBJ: Use of Prisoners for City Work

This is the revised list of jobs (based on my notes) that we agreed was appropriate for prisoners to do within the City of Sault Ste. Marie. The first list is without any restrictions.

- 1.) Roadside clean-up
- 2.) Maintenance of Kaines Rink
- 3.) Maintenance of all outdoor rinks
- 4.) Maintenance of Minneapolis Ski Hill
- 5.) Maintenance of all ballfields
- 6.) Picking up trash off the ground in all parks except Sherman Pk.
- 7.) Shoveling all crosswalks, parking meters, bridges, and Easterday Hill steps
- 8.) All work at the I-500 Race Track
- 9.) Cleaning up goose droppings (except Sherman Park)
- 10.) Cut any vacant and unkempt lots that are City-owned

The next list are projects in which the Union will be provided an opportunity to comment on prior to using prison crews.

- 1.) Special construction projects
- 2.) Special events (except at Pullar Stadium)
- 3.) Mini parks downtown - except cutting grass
- 4.) Sherman Park start-up/close down for one week in the spring and in the fall - We will notify the Union when those two weeks will occur at the beginning and at the end of the season.

Memo to Harry Killips  
October 27, 1994  
Page 2

In the event that work is done outside the scope of this letter that is bargaining work, the City will be subject to the grievance procedure including the payment of overtime to the grieved employees.

Sincerely,



SPENCER R. NEBEL  
City Manager

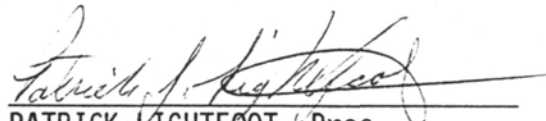
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cc: Dan Carilli, Union Rep.  
Bud Clarke, Parks & Rec. Dir.  
Kevin Garland, USWA

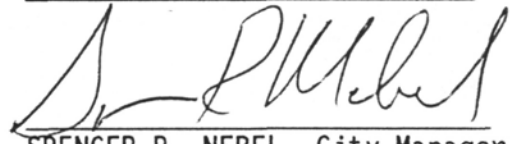
LETTER OF UNDERSTANDING

The Public Works Unit of the United Steelworkers of America Local 13635 and the City of Sault Ste. Marie herein agree that the last sentence of Section 5.3 is amended to read: "That all employees (except mechanics, stock & timekeeper, and assistant cemetery) shall be allowed to sign up each year for "on-call" duty, which duty shall be rotated between them. Except no employee may be on call for a department (i.e., Street, Water, Waste, Water, Water Treatment Plant, Cemetery, Parks and Pullar) they are not employed in."

UNITED STEELWORKERS OF AMERICA

  
PATRICK LIGHTFOOT, Pres.

CITY OF SAULT STE. MARIE, MI

  
SPENCER R. NEBEL, City Manager