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6/30/98

AGREEMENT FIRE FIGHTERS 1994

THIS AGREEMENT, which shall become effective on July 1, 1994, 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 STEEL WORKERS 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 the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

**ARTICLE ONE**  
**RECOGNITION**

1.1 - **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.

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 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

*Sault Ste Marie City of*

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.

**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 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 nine (9) 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 nine (9) months and who are later hired as permanent employees shall be given credit for consecutive employment in computing the nine (9) months if they are severed from the payroll under conditions other than those listed in the following section.

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

**4.4 - LOSS OF SENIORITY:** Employees shall 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.

**4.6 - POSTING OF VACANCY:** In the event of a permanent vacancy, a notice shall be posted on the bulletin boards for five (5) full working days in the Fire Department Unit. 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 by an applicant and preference will be given on the basis of seniority. If two or more applicants have approximately the same qualifications, 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.

**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 of 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.

**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. Double time will be paid for all hours worked on the seventh (7th) day of the work cycle, if the employee has actually worked the previous three regularly scheduled shifts. 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.

**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. Hours worked on a holiday shall be compensated for by payment of time and one-half in addition to the holiday allowance of twenty-four (24) hours. The twenty-four (24) hour holiday allowance for existing employees, for worked and non-worked holidays, shall be paid at the hourly rate which existed for their classification on July 1, 1984. For employees hired after November 1, 1985, the compensation paid for a non-worked holiday shall be a maximum of twelve (12) hours at the employee's then existing hourly rate of pay.

**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.

#### **ARTICLE SIX VACATIONS**

**6.1 - LENGTH OF VACATIONS:** Vacations shall be granted as follows:  
After one (1) year continuous service - 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.

**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. 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 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 with pay of 7.5 twenty-four (24) hour days per year with the provision that sick leave may be accumulated up to sixty (60) 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 1 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, 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, 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.

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 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 shall include Master Medical Coverage and a Prescription Rider (UNDER PPO OPTION) under which the employee will pay the first two (2) dollars of any prescription and the coverage will pay the balance.

Blue Cross-Blue Shield will be continued on the layoff of an Employee for two (2) months, measured from the date the Employer pays the Blue Cross-Blue Shield 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.

**8.3 - LIFE INSURANCE:** The Employer will furnish and pay for \$15,000 in term life insurance with double indemnity in case of accidental death or dismemberment for all employees excepting upon retirement said amount decreases to \$10,000.

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

**8.5 - VISION CARE INSURANCE:** Effective at the first enrollment opportunity occurring after the date of this Contract the Employer shall provide a family vision care plan in accordance with the Blue Cross Plan attached as Schedule "C" to this contract, WITH A 12 MONTH BENEFIT FREQUENCY RIDER.

**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 man on any run within the confines of Six Mile Road in Chippewa County to boundary of Superior Township are considered to be members of the five (5) man minimum. Prior to practices, customs, and privileges related to minimum manning which are not in conflict with this Agreement will be continued in the Fire Department.

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.

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.

**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 or 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-half of unused sick leave (one quarter in the Fire Department) 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.

**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.

In exchange for carrying the pager for twenty-four (24) hours, in accordance with Employer determined procedural requirements, the Employee will be paid forty dollars (\$40.00).

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

- a.) Develop a job description for Lieutenant and a pay rate.
- b.) **MODIFY PAGER SYSTEM AND PROCEDURES OF SECTION 10.2**

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

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

**THIS AGREEMENT** shall be effective July 1, 1994 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 the Agreement. In the event of such notification, negotiations will begin within ten (10) days following receipt of such notification.

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

**IN WITNESS WHEREOF,** each of the parties has caused this Agreement to be signed by its duly authorized representatives of

the day and year first above written.

UNITED STEEL WORKERS OF AMERICA  
MICHIGAN AFL-CIO

CITY OF SAULT STE. MARIE,

Lawrence F. Oberle

D. P. Mebel

Walter Van Dusen

Ed. Cannell

George Becker

Leo W. Merrill

Richard H. Jones

Leon Lynch

Harry C. Lester

Robert B. Piquar

CITY FIRE FIGHTER 1994-1998 WAGE TABLE "B"

POSITION	7-1-94	7-1-95	7-1-96	7-1-97
LIEUTENANT*	N/A	N/A	N/A	N/A
FIRE FIGHTER >3YRS	\$31,802.67	\$31,802.67	\$32,597.74	\$33,412.68
FIRE FIGHTER >1YRS	\$30,081.70	\$30,081.70	\$30,833.74	\$31,604.59
FIRE FIGHTER <1YRS	\$28,462.20	\$28,462.20	\$29,173.76	\$29,903.10
EQUIPMENT OPERATOR	\$694.95	\$694.95	\$712.32	\$730.13
FOOD ALLOWANCE	\$975.00	\$1,050.00	\$1,125.00	\$1,200.00

\* POSITION VACANT RATE TO BE NEGOTIATED WHEN FILLED

WAGE TABLE "B-2" SEE SECTION 8.1

POSITION	7-1-94	7-1-95	7-1-96	7-1-97
LIEUTENANT*	N/A	N/A	N/A	N/A
FIRE FIGHTER >3YRS	\$31,802.67	\$32,715.41	\$33,533.29	\$34,371.62
FIRE FIGHTER >1YRS	\$30,081.70	\$30,945.04	\$31,718.67	\$32,511.64
FIRE FIGHTER <1YRS	\$28,462.20	\$29,279.07	\$30,011.04	\$30,761.32
EQUIPMENT OPERATOR	\$694.95	\$714.90	\$732.77	\$751.09





- 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.
- 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 Licence for any reason, it is not the intent of this agreement to either lay off or terminate said employee due to this lack of license.
- 7) The City shall in its sole discretion determine the necessity for the creation of the paramedic position and shall in its sole discretion establish the initial terms and conditions of employment for the position of Paramedic, including qualifications, salary, benefits, and all other terms and conditions of employment. The City will intends to set the annual rate of pay for the position of paramedic at \$22,439.00 for fiscal year beginning July 1, 1996 and \$23,000.00 for fiscal year beginning July 1, 1997.

Union Representatives:

Walt Van Dusen  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City of Sault Ste Marie:

[Signature]  
[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

LETTER OF AGREEMENT # 1997-1

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.

<u>Brian Reattoir</u>	<u>Richard Duell</u>
<u>Ben Musielak</u>	<u>Tom Sherman</u>
<u>Jason Thorpe</u>	<u>Mike Hill</u>
<u>Tom Rodney</u>	<u>Rod Sanford</u>
<u>Bill Windsor</u>	

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) After a full year of revenue and expense history has been conducted, the parties agree to negotiate a rate change in section 2 above not to exceed an increase of 15 cents. Any increase shall be directly related to the city's ambulance service increases in revenue and decreases in expenses over the first full year of analysis.
- 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.

**Union Representatives:**

*Scott Van Dusen*  
William M Windsor  
*[Signature]*  
\_\_\_\_\_

**City of Sault Ste. Marie:**

*[Signature]*  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_