AGREEMENT

BETWEEN

CITY OF SAULT STE MARIE

AND-

POLICE OFFICERS LABOR COUNCIL
SAULT STE MARIE POLICE RECORDS UNIT

JULY 1, 2009 through JUNE 30, 2012

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AGREEMENT WITH POLICE RECORDS UNIT 7-1-09 TO 6-30-12

THIS AGREEMENT, which shall become effective on July 1, 2009, by and between the CITY OF SAULT SAINTE. MARIE, MICHIGAN, a MUNICIPAL CORPORATION OF THE STATE OF MICHIGAN, hereinafter called the "EMPLOYER", party of the first part, and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, hereinafter called the "UNION", party of the second part.

WITNESSETH:

WHEREAS, that 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 records, clerical, and parking employees but excluding the Chief of Police, Assistant Chief, Lieutenants, Sergeants, Patrol Officers, and all other Police Department employees, and further excluding all temporary or part-time 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.

It shall also be a condition of employment that employees hired on or after the effective date of this Agreement, whichever is the later, 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 a monthly basis dues and initiation fees in amounts designated by the Union. Such amounts shall be remitted by check to the Treasurer of the local unit. The check shall be accompanied by a list of names setting forth the amount of dues, initiation fees, etc. deducted from each member.

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.

Such dues shall be deducted beginning with the first full paycheck of each newly hired employee.

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, sympathy strikes, concerted failure to report for work or perform overtime work, slowdowns, or other stoppages of work on the part of the Employee. Any employee who engages in any of the activities outlined above may be disciplined or discharged, as determined by the Employer. Any dispute concerning whether an employee actually engaged in any of such activities may be resolved under the grievance procedure.

In consideration of the mutual promises of the parties

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

2.2 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.

2.3 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.

2.3 (A) POLICE DEPARTMENT: Grievance procedure as to the Police Department.

> **First:** By the employee, no more than three committee persons, and the Chief of Police, or his designated representative.
> **Second:** By the employee, no more than three committee persons and the City Manager, or his designated representative.

2.4 ARBITRATION: The Union may appeal the grievance to arbitration by giving timely notice to the Employer if the Employer's answer in step two is not satisfactory. Upon timely notice, the arbitrator shall be selected from a panel of

arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the arbitrator. The expenses of the arbitrator shall be borne equally by the parties.

The arbitrator's jurisdiction shall be limited to the express terms of this Agreement. He shall have no power to amend, alter, ignore or modify any provision of this Agreement and shall be limited to interpreting the specific terms and provisions of this Agreement. If the issue of jurisdiction for arbitration is raised, the arbitrator shall only determine the merits of the grievance if jurisdiction is affirmatively decided. The decision of the arbitrator shall be final and binding on the Union, Employer, and employees in the bargaining unit, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of wrongdoing.

2.5 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 seven (7) 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 Chief of Police or his designated representative in step one above shall, in all cases, render his decision within seven (7) working days after the last meeting with the Union. A grievance, in order to be referred to any higher step of the grievance procedure, must be appealed within ten (10) working days of receipt of the answer in a prior step. Failure to appeal within the ten (10) working days will render the later appeal null and void.

The Employer will schedule a meeting in any higher step appeal within ten (10) working days.

The Employer may substitute a representative for the City

Manager at any step of the grievance procedure.

Either party shall have twenty (20) working days to refer a grievance to arbitration after the decision of the City Manager.

If at any step the Employer fails to respond within the time allowed, then the grievance shall be deemed to have been denied and the grievant may appeal to the next step.

2.6 GRIEVANCE DETAILS: It is agreed that a representative of the Union 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.

In any instance in the grievance procedure where the Police unit desires to meet with either the Chief or City Manager, said committee shall consist of not more than three persons plus the affected employee.

2.7 HANDLING OF GRIEVANCES: Employees or committee persons attending grievance meetings shall not be paid extra nor lose time while at such meetings.

The committee chairperson in each unit, or in their absence, another committee person shall be permitted a reasonable amount of time to investigate or adjudicate grievances in his unit after reporting to their 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 their presence on the job, the committee person shall defer the grievance matter until a later time.

2.8 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.

2.9 EXTENSION BY MUTUAL AGREEMENT: The time limits at any step in the grievance procedure may be extended by mutual agreement in writing by the parties. Working days as used in Article Two shall not include a Saturday, Sunday, or a holiday recognized by this contract.

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, he shall notify such employee in writing of the specific 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 and 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. The hearing shall be considered as the first step of the grievance procedure.

ARTICLE FOUR

SENIORITY AND PROMOTIONS

4.1 SENIORITY UNITS: Seniority for all employees within this bargaining unit shall be defined as the length of continuous service with the Police Department dating from the employees last date of hire. For the purposes of layoff and recall, neither civilian nor sworn employees will be allowed to bump from civilian to a sworn position (or vice versa) even if the effected employee has overall seniority. In the event of a layoff at any level within the police department it is understood that in order to be retained or recalled the employee shall have the necessary ability, skill, training, and experience to perform the work.

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

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

The employer may before expiration of the probation period, extend the employee's probation, when in the opinion of the employer, further review of the employee's job performance would be helpful to the employer's decision to grant the employee regular employment status. Extensions may be implemented by the employer more than once, but in no event shall the cumulative extensions exceed 6 total months. An extension must be implemented by the employer before expiration of the original 12 month probation period.

4.3 LOSS OF SENIORITY: Employees shall lose seniority when they have been off work due to illness or injury for five years notwithstanding the Employee's receipt of pay or benefits from the Employer under any sick leave, disability, or workers compensation program or coverage. Employees shall also lose seniority through a voluntary quit, discharge which is not altered or reversed by the grievance procedure, after a layoff which extends beyond a two (2) year period, or a time period equivalent to the time said employee has worked in this unit, whichever is the 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 to arrange satisfactory terms to return to work.

Employees shall loose seniority as a result of being out of the unit for any reason beyond one year. If within the one year the employee returns to the unit the employee will retain accumulated

seniority.

4.4 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 by the qualified applicant.

4.5 RESERVED:

4.6 LAYOFF: In the event of a reduction in the size of the work force, the Employer has the right to determine which positions will be reduced. Layoffs shall be made according to seniority within the unit, with the understanding that the remaining employees must have the necessary ability, skill, and training to perform the job. Employees with the lowest seniority shall be laid off first, provided that no senior employee will be laid off before any probationary employee.

Returning to work from layoff shall be in reverse order to layoff with the last person laid off being the first rehired, if the recalled employee has the necessary skills and required training to perform the duties.

4.7 TIE IN SENIORITY: When a tie in seniority occurs, the employees shall resolve said tie by drawing lots.

ARTICLE FIVE

WAGES, HOURS AND WORKING CONDITIONS

5.1 WORK WEEK: A pay period shall be eighty (80) hours bi-weekly.

The work period for employees shall begin at 7:00 a.m. Sunday and end at 7:00 a.m. the second Sunday following. It is recognized that the nature of the work in the Police Department requires an around-the-clock shift schedule, seven (7) days a week.

Employee shall be allowed one paid hour off each scheduled work day of 8 hours or more.

The Employer agrees to negotiate with the Union relative to changes in the present work cycle.

5.2 OVERTIME: Hours worked in excess of the normal scheduled work day on any one day or eighty (80) in the bi-weekly time period shall be at appropriate overtime rate. All overtime hours (except for voluntary training) shall be paid at time and one-half the normal rate, except at the option of the employee compensatory time may be elected. Compensatory time accumulation shall not exceed 100 hours. Notwithstanding any clause contained in this contract double time will not be paid for any hours worked after the date of ratification of the 1999 contract. 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 offered to employees on an alternating basis designed to equalize overtime on a calender year basis insofar as possible among available qualified employees in a job classification within the Unit. Overtime computation for the purpose of equalization shall be yearly.

The 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 the overtime work.

5.3 CALL PAY: When an employee is called back to work from an "off-duty" status, the employee shall be paid for two (2) hours or for the time actually worked, whichever is greater, provided the employee is not notified beforehand not to report. The provisions of this section do not apply in instances where an employee is required to perform duties past the scheduled termination time of their shift or where the employee's duty commences less than two (2) hours before the scheduled starting time of their shift. Wages shall be paid at the rates specified in this Agreement.

5.4 SIZE OF WORK FORCE: The fact that the normal work period is established at eighty (80) hours does not in itself guarantee eighty (80) hours of work. Work requirements and City finances shall determine the number of employees retained and the hours to

be worked in a week. However, any reduction in force necessary shall be accomplished in accordance with Section 4.6 of this Agreement.

5.5 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 the employee temporarily transferred to a lower rated job for the convenience or advantage of the Employer shall receive regular pay.

5.6 WORK BY SUPERVISORS: No employee who is excluded from the bargaining unit including other supervisors at any level in this department, shall be restricted from performing any work in their area of responsibility that is normally performed by the employees in the unit, provided, however, that the supervisors are not so regularly assigned for the expressed purpose of avoiding the payment of overtime. Patrol Officers or Sergeants may be used so as to reduce the payment of overtime.

5.7 WAGE SCHEDULE: Shall be as on SCHEDULE "A".

5.8 HOLIDAYS: The following shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and to each employee their birthday.

Employees shall receive a holiday allowance as follows:

A. All Employees who are given time off from their regular schedule for the purposes of observing a holiday shall be paid a holiday allowance equal to the hours they take off during that pay period so that their pay that period will equal 80 hours of pay.

B. Employees who do not take time off during a pay period to observe a holiday shall receive an 8 hour holiday allowance in addition to their pay for hours worked that pay period. This holiday allowance shall be straight time pay. (For employees regularly scheduled to work 10 hour days the employee may elect to accept in lieu of the 8 hours of holiday allowance 10 hours of compensatory time off to be used later under the terms of this contract. Employees regularly scheduled to work 8 hour days may elect only 8 hours of comp time.)

Hours worked on holidays shall be compensated by payment of time and one-half in addition to the holiday allowance. When a holiday falls on a Saturday or Sunday it may be celebrated on a Friday or Monday. In order to receive pay for an observed holiday, an employee must work the day before and the day after the holiday, if scheduled to work unless the employee is authorized personal, sick or vacation leave. Employees may be granted holidays off in lieu of holiday pay with the authorization of the Chief or his designee. The birthday holiday may not be taken or celebrated on any existing recognized holiday, but shall be taken on an alternate day. Employees will not work on a holiday unless directed by the Employer.

ARTICLE SIX

VACATIONS AND COMPENSATORY TIME

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

For full-time permanent employees, a week is described as forty (40) hours unless, the regular scheduled working hours are of a lesser amount.

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 selection will be based on seniority. In the Police Department, an advance notice will be posted designating an adequate period during the first week in January each year in which to draw vacation time in accordance with seniority preference. Employees will not later be allowed to change times drawn unless suitable arrangements can be made in case of emergency. Employees will give adequate notice when requesting

vacation time. Thirty days notice shall be considered as scheduled vacation under this section. All vacation provided by this section must be approved by the employer. Any vacation not scheduled in January as provided by this section, may be taken only with the express authorization of the Employer. An employee called back from vacation time will receive credit for the vacation time during the week in the same manner as though they had been at work for the purpose of computing overtime.

All scheduled vacation time must be taken in minimum increments of 20 hours. The 20 hours must be continuous, that is no time may be worked in between the dates used for the 20 hours.

6.3 VACATION TIME CARRY OVER ACROSS ANNIVERSARY DATE: Under Section 6.4 an employee may, under certain circumstances, use accrued vacation time even in the year accrued. The effect of this is to allow an employee to carry a bank of vacation time consisting of the amount of vacation allotment earned in a two year period. (i.e. up to one year's current accrued allotment together with the unused vacation allotment from the prior year's accrual). Once an employee has banked a two year accrual of vacation allotment no further time will be added unless to replace time used. All hours accrued after an employee has reached the two year allotment cap shall not be carried forward and shall be forfeited. 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; provided, further, that no vacation taken under this Section shall be allowed in the Police Department during June, July, August, or September.

6.4 ACCRUAL AND USE RULES:

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

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

C. Employees are allowed to carry over vacation time from one year to the next year (measured from one anniversary date to the next anniversary date, see section 6.3 for clarification of intent) only if the total accumulation does not exceed one year allotment at your particular yearly accrual rate based on your years of service.

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

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

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

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

G. SPECIAL RULES FOR NEWLY HIRED. FOR ALL EMPLOYEES HIRED DURING THE 12 MONTHS PRECEDING THE SCHEDULING TIME UNDER SECTION 6.2 OF THE LABOR AGREEMENT.

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

(ii). The amount available for JANUARY scheduling cannot exceed the time allotted by contract for one years vacation nor may the time scheduled exceed the number of calendar days from the employees anniversary date to the calendar year end.

H. When scheduling, the time selected must not exceed the amount which will be accrued and shown on the pay check preceding the pay period the vacation would fall in.

I. MAXIMUM VACATION PAY OFF IN LUMP SUM UPON EMPLOYMENT TERMINATION. Upon termination of employment for any reason the maximum lump sum vacation payoff shall not exceed two years vacation allotments.

6.5 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 (2) weeks notice is not given.

6.6 COMPENSATORY TIME: Employees should when possible schedule comp time no earlier than 24 hours prior to the time for its use. Employees may schedule comp time more than 24 hours in advance of its use only if the employee contacts directly the Police Chief or his designee during the 24 hours preceding the usage of the comp time to verify that the comp time use is approved. Comp time must be taken in minimum ½ hour intervals and shall not be scheduled or taken if overtime is created.

ARTICLE SEVEN

LEAVE TIME

7.1 SICK LEAVE: Sick leave is to be used only in instances where the employee is sick and the Employer may use reasonable means to determine that an illness exists. Employees of the Employer in the

service for one (1) year or more shall be credited with annual sick leave of 80 hours per year with a maximum accumulation of nine hundred sixty (960) hours. If individual employees establish a pattern of questionable sick leave requests, the Employer may require satisfactory evidence that the sick leave requests were legitimate. A mandatory meeting with the Police Chief or his agent shall be held to discuss patterns of sick leave use.

The City will permit the use of up to five days (actual hours vary depending on job classification of the employee) of current sick leave time to be utilized for family illness. Family illness means the illness of a dependant member of the employees household. To use this leave time the employee must be in actual attendant care of the family member during the period of leave.

Employees absent from work for any reason shall notify the Employer in advance of the employee's shift so that necessary replacements can be arranged for if said replacement is necessary. Disregard of this call-in procedure will result in forfeiture of paid sick leave benefits and/or other disciplinary action being taken against the employee involved. The Employer may request a doctor's certificate covering any sick leave which extends beyond three (3) work days.

Hours paid for under this Agreement shall be used on computation of hours worked over twelve (12) per day or eighty (80) per bi-weekly period.

Effective for the calendar year 1993, the Employer shall pay in a lump sum payment the amount of one weeks base pay to any employee who uses 32 hours or less of sick leave in a calendar year. Employees hired on or before June 30, 1993, shall have this payment included in the calculation of final average compensation for pension purposes. Those Employees hired after June 30, 1993 shall not have this payment included in the calculation of final average compensation for pension purposes.

The Union further agrees to renegotiate the sick leave provisions of the Collective Bargaining Agreement during the term of this Agreement, if the City is able to obtain sickness and accident insurance for employees which is acceptable to both parties.

All sick leave shall be charged first to the employees eight hour day. The only exception will be if the eight hour day that pay period had been scheduled for vacation time.

7.2 SICK LEAVE PAY ON RETIREMENT: Employees hired on or before June 30, 1993, shall have accumulated unused vacation but shall not have sick leave paid at the time of their retirement included in the calculation of average final compensation for pension purposes. The maximum lump sum payoff at retirement for sick leave shall not exceed fifty (50) percent of the unused accumulated sick leave with a maximum payout being two hundred forty (240) hours. For the purpose of vacation accumulation, it shall not exceed the sum to which the employee would be entitled on an annualized basis (no carry over allowed for inclusion).

Employees hired on or after July 1, 1993, shall not be paid at time of retirement for accumulated sick leave, nor have accumulated unused vacation or sick leave included in the calculation of average final compensation for pension purposes.

7.3: PERSONAL LEAVE TIME: Effective July 1, 1986, twenty-four (24) hours Personal Leave Time will be allowed. Upon any separation of employment, except termination for cause, personal leave time earned shall be pro-rated and paid to the Employee. These personal leave days will be taken at the discretion of the department head or his agent. Personal leave may be taken in increments of not less than ½ hour. Personal leave taken in less than four hour increments shall only be granted if the granting of such leave does not create overtime. There shall be no prohibition against advance scheduling of personal leave days.

Effective July 1, 1993 Personal leave time will be phased out of this contract according to the following terms. No employee hired after July 1, 1993 shall receive any personal leave days. Employees hired before this date will have their ability to accumulate personal leave time capped at 200 hours. In exchange for this cap upon accumulation these employees may roll their accumulated personal leave time (if they have accumulated any) upon retirement into their final average compensation for pension benefit calculations.(max of 200 hours may be rolled in). Once an employee has reached the 200 hour cap, the employee is required to

use their excess personal leave time within one year. Excess time not used within one year will be canceled.

7.4 WORKERS' 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 employees receiving an amount in excess of his normal earnings for a normal week, or part thereof, they shall promptly reimburse the Employer for such amount in excess of normal pay.

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

7.5 COURT TIME: When, as a result of performing their duties an employee is scheduled or required during off-duty hours to give testimony in connection with ongoing criminal or civil investigations or other litigation, the employee shall be paid for two (2) hours or for the time actually worked, whichever is greater, provided the employee is not notified beforehand not to report. The provisions of this section do not apply in instances where an employee is required for court duties past the scheduled termination time of their shift or where the employee's duty commences less than two (2) hours before the scheduled starting time of their shift. Employees shall furnish satisfactory proof of such appearance if called upon to do so. All witness fees received by the employee for testifying shall be returned to the City. Wages shall be paid at the rates specified in this Agreement.

Employees shall also receive their regular compensation for jury duty and jury pay shall also be returned to the City.

7.6 FUNERAL LEAVE: When a death occurs in an employee's immediate family, they 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 the Section, immediate family shall be understood to mean husband, wife, parents, sisters, brothers, children, parents-in-law, son-in-law, daughter-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.

7.7 CHANGE OF SHIFTS: Police Department employees will be permitted to change shifts and/or days off with permission of the Chief or designated representative 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 the MUNICIPAL EMPLOYEES RETIREMENT SYSTEM under plan B-2 with F-55 rider (allows retirement at age 55 with 30 years of service). Effective 6/30/96 the F-50 rider(allows retirement at age 50 with 25 years of service)shall apply.

Effective upon ratification of the 2002 labor contract the plan shall be B-3, with the F50 rider stated above, and the employee contribution shall be 7.15% of all wages or pay on account of benefits received which are included in pension calculations.

As soon as practicable after the ratification of the 2009 - 2012 contract the employee pension contribution shall be reduced to 6.17%. The amount of pension contribution paid by the employee in excess of 6.17% from July 1, 2009 to the date of reduction shall be payed to the employee in a lump sum. This payment shall be made as soon as practicable following the effective date of the reduction.

8.2 HEALTH INSURANCE: The parties agree to have hospital, medical, health, and surgical insurance for all employees and their dependents provided under section 8.2(B) as determined by the

SPECIAL HEALTH DETERMINING COMMITTEE.

The Employer reserves the right to institute an alternative substantially equivalent hospital/surgical insurance program. The Union reserves the right to subject the question of substantially equivalency to an independent third party for evaluation.

Notwithstanding any other section of this contract when the total Employer cost for health insurance exceeds $1,175.00 per month for any employee the excess amount per month shall be paid 50% by the Employee up to a maximum of $50.00 each month with the balance to be paid by the employer. The employee's contribution shall be deducted from the particular employee's pay check. Once the $1,175.00 cap has been reached either party may re-open negotiations upon the issue of health insurance.

The Employer agrees to pay any existing employee not fully utilizing the family or two person benefit the equivalent in cash, excepting that the maximum payment shall be the difference between the family rate and single rate. An existing employee is defined as a person hired prior to July 1, 1990. Said payment shall not be considered as part of final average compensation for pension purposes, neither shall said payment increase the accumulation of sick leave or vacation leave, nor shall it in any way increase the calculation of sick pay or vacation pay for retirement purposes. Effective 2/1/07 any payment due any employee under this paragraph shall no longer be paid and unit member Lynn Shumbarger shall be paid a lump sum of $7.500.00 as consideration for losing this benefit. This one time payment shall not be considered as part of final average compensation for pension purposes, neither shall said payment increase the accumulation of sick leave or vacation leave, nor shall it in any way increase the calculation of sick pay or vacation pay for retirement purposes.

Any employee who elects not to utilize the Employer provided Health Insurance Program, and who signs a written agreement to remain out of the system for three years, shall receive the higher of the monthly amount: (i) published in the city personnel policies; (ii) $450.00, or such monthly amount as is paid to any other group; provided however, no employee who is eligible for a two person or family plan may elect a single subscriber plan and be

paid the difference from a family plan. Said payment shall not be considered as part of final average compensation for pension purposes, neither shall said payment increase the accumulation of sick leave or vacation leave, nor shall it in any way increase the calculation of sick pay or vacation pay for retirement purposes.

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

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

8.2B SPECIAL HEALTH DETERMINING COMMITTEE:

This section shall not become operative until five of the City union organized bargaining units are participating in the health committee program. Each employee of the unit as measured on November 1, 2005 shall be paid $2,000.00 upon execution of this 2006-2009 contract. This $2,000.00 amount shall not be included in final average compensation. If any unit is paid more than $2,000.00 then the higher rate shall be paid to this unit.

When the total cost of health coverage (all forms including but not limited to dental, optical, prescription, or medical) exceeds $1,175.00 For a family plan, or $867.00 For a two person plan, or $835.00 For adult with children plan, or $460.00 For a single plan (hereafter called the threshold cost) then the Insurance Committee defined below shall meet to modify the total health benefits package to reduce the cost of the total package to a level below: $1,175.00 For a family plan, and $867.00 For a two person plan, and $835.00 For adult with children plan, and $460.00 For a single plan. (Hereafter called the target cost).

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

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

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

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

The Committee final determination shall be implemented as soon as practicable in each bargaining unit (regardless of the language or duration of any labor contract) and for the non bargaining unit employees as to: Health coverage (all forms including but not limited to dental, optical, prescription, or medical) with all plan features and costs; Flexible spending account; HRA or HSA with all features and costs. Payments to employees for opting out of the City insurance program (with all features and conditions) shall be determined under the city personnel policies.

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

8.2C LIMITATION ON EMPLOYER CONTINUATION OF LIFE AND HEALTH INSURANCES: The employer, except as required by law, shall not be obligated to pay any portion of an Employee's life or health insurance premiums after the employee has exhausted accumulated

vacation and sick leave pay. Receipt by an Employee of either: (1)workers compensation benefits; or, (2) long or short term disability benefits (hereafter collectively called "disability benefits") shall not be considered sick leave pay. An employee must draw weekly from their accumulated vacation and sick leave benefits a supplement to any "disability benefits". The draw must be in a weekly amount equal to the difference between any "disability benefits" and the Employee's regular pay (based upon a normal scheduled work week) so as to evenly deplete accrued vacation and sick leave during the period of Employer payments toward health and life insurance premiums.

8.3 LIFE INSURANCE: The Employer will furnish and pay for $20,000 in life insurance with double indemnity in case of accidental death or dismemberment for all active employees. Those who retire on or after January 1, 1981 shall be provided $10,000.00 of coverage. Those retired prior to January 1, 1981, will be kept in the active group, and $7,500 in coverage will be maintained on that group.

8.4 DENTAL INSURANCE: To be determined under sections 8.2 and 8.2B.

8.5 LIABILITY INSURANCE: The City will provide and pay for $100,000 in liability insurance for each Police Department employee.

8.6 VISION CARE INSURANCE: To be determined under sections 8.2 and 8.2B.

8.7 - SHORT AND LONG TERM DISABILITY COVERAGE: As soon as practicable after the ratification of the 2002 Labor agreement the Employer shall provide short term disability benefits with first day accident and eighth day sickness for maximum duration of 13 weeks at 70% of salary base. As soon as practicable after the ratification of the 2002 Labor agreement the Employer shall provide long term disability benefits with a ninety day elimination period for maximum duration of five years own occupation and age sixty five for defined total disability all occupations at 66 2/3% of salary base. Both benefits shall be subject to pre-existing condition special qualifications.

An employee drawing disability benefits under this section shall not accrue full benefits (such as but not limited to

vacation, sick leave, holidays, or other paid time off). Any benefit accrual shall be limited to a pro-rated amount based upon the ratio of vacation or paid sick leave time drawn each week as measured against a normal base pay period excluding overtime or any other supplements to base pay. Money drawn each week from either short term disability or long term disability shall not be considered in calculation of pro-rated benefits.

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.

Union and Fraternal Order of Police Lodge notices shall be limited to notices of Union or Lodge meetings, notices of elections and the results thereof and notices of social or recreational activities.

9.3 MILITARY SERVICE: An employee who enters the Armed Services 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 encampment. Such personnel shall be paid the difference between their normal weekly salary and the National Guard weekly salary only for the encampment period unless required by State or Federal law. No employees in the Police 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 LOCKERS: The employee shall not be furnished lockers.

9.5 COMPENSATORY TIME ACCUMULATION: Compensatory time off shall only be allowed to accumulate to a maximum of 100 hours.

9.6 DRY CLEANING: When the Employer requires employees to wear a full uniform (does not include wash and wear shirts) the employer will provide dry cleaning for the equivalent of one pair of uniform trousers and three uniform shirts per week for employees. Uniform trousers may be replaced by uniform skirts when worn by female employees.

9.7 PROBATION EMPLOYEE TRAINING: Employees serving the twelve (12) month probation period may be assigned and scheduled as determined by the Chief of Police in the best interests of furthering the training of such Employees.

9.8 HAIR: The Police 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.

9.9 EMPLOYEE UTILIZATION: The Employer agrees to establish and publish a departmental policy regarding utilization of employees taking into consideration efficiency of the department, service to the public and safety of the officers.

The Chief of Police will meet with the Union Bargaining Committee prior to the beginning of each calendar year to review and project department needs concerning days off and vacation schedules so as to insure an adequate distribution of days off and vacation time for employees.

Complaints that an adequate distribution of days off and/or vacation time is not being made may be appealed through the grievance procedure. This understanding does not constitute a minimum manning requirement.

9.10 PAST PRACTICES: Prior practices, customs, and privileges not in conflict with this Agreement and agreed to in writing by the Chief of Police and cited by the Union during the term of this Agreement, will be continued in the Police Department, effective

the date of this Agreement and any new working conditions which are not covered by the provision of this Agreement and which are agreed to by the Employer and the Union during the life of this Agreement will be set down in writing and become a part of this contract.

9.11 PARKING PERMITS: The Employer agrees to provide parking permits for employees in this unit.

9.12 OPENING OF CONTRACT: This contract shall be opened at the request of either party to negotiate cafeteria benefit plans or changes to health insurance plans. If the federal government adopts national health care programs then the contract shall be opened to negotiate the impact of such plans upon the parties.

9.13 PUBLIC EMPLOYEE HEALTH CARE INVESTMENT FUND: Under the provisions of the "Public Employee Health Care Fund Investment Act" being P.A. 149 of 1999 as amended from time to time, the Employer shall establish a trust fund for the purposes stated in the Act. The funds placed into the trust under the terms of this contract shall be accounted for jointly for the employees of this bargaining unit and police patrol unit members. The trust fund shall be managed by an Investment Fiduciary Board. Contributions annually to the fund shall be paid by the Employer in the amount as required by the terms of the Police Patrol labor Agreement each year. These payments shall be for the benefit of the Police Patrol Unit and this bargaining Unit. The parties to this agreement agree to meet and negotiate during the term of this contract upon the terms of the various resolutions required by the Act.

9.14 MANAGEMENT RIGHTS: All rights to manage the City and to direct the work force are vested exclusively in the Employer, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours (including the necessity for overtime work), daily schedule and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, the right to determine when a need exists for the layoff or recall of employees and the right to determine the qualifications required of employees who wish to fill job vacancies. The Employer shall also have the exclusive right to determine the 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 not intended to be all inclusive, but indicates the type of matter 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 Commission. 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.

9.15 PYRAMIDING OF OVERTIME AND BENEFITS: In no event shall benefit payments be duplicated or overtime pyramided.

9.16 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.

9.17 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.

9.18 DRUG TESTING: The parties agree to adopt the UNITED STATES OF AMERICA COMMERCIAL DRIVERS LICENSE (CDL) DRUG AND ALCOHOL POLICY as used by the City Public Works Department. To maintain current scientific procedures the parties agree to implement as published all amendments to the policy. The employer will advise the union when such amendments are published. The parties will then meet to discuss the impact of such changes upon the parties. The Employer may use a testing service to perform the selection, collection and testing of samples (such as the service used for the Employer's CDL license program). The Testing Policy shall not diminish the rights of individual employees under state or federal laws which are related to testing or laws that may affect the employees status as a result of this policy. The employer agrees to hold harmless, pay any judgements, and pay all expenses, including all attorney fees, incurred by the union in defending litigation arising out of the employer's activities, or the employer's agents activities, in

carrying out the testing policy.

9.19 SAFETY GLASSES: The Employer will pay up to $25.00 for all glasses broken, scratched or defaced during the hours of employment excepting in those instances when said destruction was either intentional or involved gross negligence on the part of the employee. The employee is required to pay the cost of eye examinations attendant to such replacement.

ARTICLE 10

TENURE

10.1 ENTIRE AGREEMENT: It is further agreed that all provisions of the Collective Bargaining Agreement as above dated, not herein deleted, modified, or amended shall remain in full force and effect for the duration of a new Collective Bargaining Agreement which will expire on the date stated below.

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualified waive the right, and agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

It finally being understood that this Agreement does not become binding until ratified by the Union membership in accordance with their appropriate constitutions and by-laws and approved by the

Mayor and City Commissioners of the City of Sault Ste. Marie, Michigan.

10.2 EXECUTION: THIS AGREEMENT shall be effective July 1, 2009 and shall continue in effect until June 30, 2012 and shall renew itself for annual periods thereafter unless either party notifies the other party in writing not less than one hundred twenty (120) days prior to any annual expiration date of a desire to modify or terminate the Agreement.

In the event of such notifications, negotiations will begin within ten (10) days following receipt of such notification.

Notice shall be by registered mail and if by the Employer addressed to the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083.

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

UNION	**EMPLOYER**
Christy K. Lauretta	
Debra Cyderman	

Mayor and City Commissioners of the City of Sault Ste. Marie, Michigan.

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UNION	**EMPLOYER**
Christy K. Tarrette	[signature]
Debra Cyderman	[signature]
	Valerie K. Povey

ATTACHMENT A SECTION 5.7 WAGE SCHEDULE

POLICE RECORDS UNIT WAGE SCHEDULE "A" (SEE CLAUSE 5.7) 2009 -2012

POSITION	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-12
SENIOR CLERK AND EXECUTIVE SECRETARY	$ 34,079.22	$ 34,079.22	$ 34,931.20	
WAGE ADJUSTMENT PERCENT INCREASE	3%	0%	2.50%	TO BE NEGOTIATED
1-3 years	$ 30,671.29	$ 30,671.29	$ 31,438.08	
0-1 years	$ 27,263.37	$ 27,263.37	$ 27,944.96	
METER ENFORCEMENT OFFICER	$27,570.28	$27,570.28	$28,259.53	
1-3 years	$26,191.76	$26,191.76	$26,846.56	
0-1 years	$23,572.59	$23,572.59	$24,161.90	

ALL PAY BASED ON 40 HOUR