

July 1, 1976

Village of L'Anse
101 N. Main St.
L'Anse, Mich.
49946

AGREEMENT

This Agreement entered into on this 1st day of July, 1975, between the Village of L'Anse (hereinafter referred to as the "EMPLOYER") and the Village of L'Anse Employees Chapter of Local #2542, affiliated with Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION
(Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

"All full-time and regular part-time employees of the Village of L'Anse, excluding supervisors and Chief of Police as determined by the Michigan Employment Relations Commission."

Village of L'Anse

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY (Agency Shop)

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph D), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize

the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached authorization form.

ARTICLE 5. REPRESENTATION FEE CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 4 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached authorization form.

ARTICLE 6. REMITTANCE OF DUES AND FEES

(a) When Deductions begin.

Check off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

Or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union _____.

BY: _____
Print Last Name First Name

_____ Address Zip Telephone

_____ Department Classification

_____ Signature Date

ARTICLE 7. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairmen.

The Employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

One (1) for the Street Department and Electric and Water Department.

One (1) for the Office Clerical and Fire and Waste Water Treatment.

One (1) to be appointed as Chief Steward.

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

2. Any steward or alternate steward assigned by the Union to a particular grievance, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, a limit of one (1) hour per grievance.

3. The chapter chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure, with a limit of one (1) hour per grievance.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by five (5) negotiating committee members.

2. All bargaining by the parties shall be at a mutually agreeable time.

ARTICLE 8. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the chapter chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those

included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 9. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ~~thirty (30)~~ ^{TWENTY ONE (21)} working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1.

Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the designated employer representative.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the designated employer representative. Upon receipt of the grievance, the representative shall sign and date the steward's copy of the grievance.

(d) The designated employer representative shall give his answer to the steward within four (4) working days of receipt of the grievance.

STEP 2.

If the answer is not satisfactory to the Union, it shall be presented in writing by the Chief Steward to the Chairman of the Labor Committee within seven (7) working days after the employer's representative's response is due. The Chairman of the Labor Committee shall sign and date the steward's copy. The Labor Committee shall respond to the steward in writing within five (5) working days of receipt of the grievance.

STEP 3.

If the grievance remains unsettled, the Chapter Chairman shall request a meeting, in writing, to the Village Council within seven (7) working days after the response of Step 2 is due. The Village President shall sign and date the Chapter Chairman's copy. The meeting shall be held within seven (7) working days.

STEP 4.

(a) If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #55.

(b) In the event Council #55 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 3 meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #55 shall file a Demand for Arbitration in accordance with the American Arbitration Association's rules and procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

(e) A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 10. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.

(d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

ARTICLE 11. SENIORITY (Probationary Employees)

(a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment, except as hereinafter provided. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Police officers will receive all benefits of this agreement after sixty (60) working days, but will remain on probation until certified by MLEOTC.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire, however, police officers hired after July 1, 1975, shall have departmental seniority.

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(d) The Employer shall arrange, on the first day of employment, a ~~ten~~ ⁽³⁰⁾ minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 12. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairman with up-to-date copies at least every ninety (90) days.

ARTICLE 13. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) For absence due to illness or injury that exceeds twenty-four (24) consecutive months, provided, the illness or injury ~~is~~ *not work related. did not arise out of and in the course of the employment.*

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ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS

The chapter chairman, the chapter secretary, the chief steward and all other stewards, in that order, shall, only in the event of a layoff, head the seniority list of the unit during their term of office, provided, they have the ability to perform the work available.

ARTICLE 15. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the work force due to a decrease of work.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

(d) Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff.

(e) During a layoff, there shall be no scheduled overtime.

ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority and minimum qualifications, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 17. TRANSFERS

(a) Transfer of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within two (2) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 18. JOB POSTINGS AND BIDDING PROCEDURES

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

(c) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, non-probationary employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(f) If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work the Employer will reimburse him for the earnings he lost through failure to give him such work.

(g) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 19. VETERANS
(Reinstatement of)

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 20. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year.

ARTICLE 21. LEAVES OF ABSENCE

(a) Leaves of absence, without pay, for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave: job related.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the union selected to attend a function of the union shall be allowed time off without pay.

ARTICLE 22. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 23. RATES FOR NEW JOBS

When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to supplemental negotiations.

ARTICLE 24. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all full hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

ARTICLE 25. JURY DUTY

An employee who serves on jury duty will be paid the difference between jury duty pay and regular pay.

ARTICLE 26. SAFETY COMMITTEE

(a) A safety committee of employees and the supervisor or his designee is hereby established. This committee shall consist of the stewards, and shall meet on the call of either party during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

(b) It is mutually agreed that the efforts of both the Employer and its employees will be directed to maintain all equipment and tools in a safe and efficient working order, and the regulations and safety codes adopted for protection, safety and health of Municipal Employees, as they affect the operation, will be strictly observed by both parties. The Employer and the Union will cooperate in their endeavor to eliminate accidents and health hazards and the Employer will continue to make reasonable provisions for the safety and health of its employees at their places of work during the hours of employment.

ARTICLE 27. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted bi-weekly in a prominent place in each department.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period, with a minimum of two hours.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

ARTICLE 28. WORKMEN'S COMPENSATION (On-the-Job Injury)

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income.

ARTICLE 29. WORKING HOURS (Shift Premium and Hours)

(a) Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, six (6) cents per hour shift premium.

(b) Employees who work on the first shift shall receive, in addition to their regular pay for the pay period, twelve (12) cents per hour shift premium.

(c) Police officers shall receive nine (9) cents per hour, in addition to their regular pay, for all hours worked on other than the second shift.

(d) Shift hours:

First shift - 11 p.m. to 7 a.m.
Second shift - 7 a.m. to 3 p.m.
D.P.W. shift - 7 a.m. to 3:30 p.m.
Third shift - 3 p.m. to 11 p.m.

No shift shall be changed unless agreed upon by the Employer and the Union.

(e) The work week and work day for the departments listed below shall be:

Office - forty (40) hours per week, consisting of five (5), eight (8) hour days.

Fire Department - forty (40) hours per week, consisting of five (5), eight (8) hour days.

All Other Departments - forty (40) hours per week, consisting of five (5), eight (8) hour days.

(f) Employees shall be allowed thirty (30) minutes off for lunch, without pay, except for firemen and policemen, who shall continue as they have in the past.

(g) Employees may take a coffee break in the a.m. and also a coffee break in the p.m., or the first half and second half of their regular shift, whichever may apply.

(h) An employee called in other than during his regular scheduled shift, shall be guaranteed at least two (2) hours' pay at time and one half if over forty (40) hours per week.

ARTICLE 30. SICK LEAVE

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with 120 days maximum accumulation. One-half (1/2) unused sick leave days will be paid upon severance of employment with the Employer; and upon death of an employee, all unused sick leave days will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically. Employees shall not abuse sick leave.

ARTICLE 31. FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law; One (1) working day with pay as funeral leave for the

following: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

ARTICLE 32. TIME AND ONE-HALF AND DOUBLE TIME

(a) Time and one-half will be paid as follows:

1. For all hours over forty (40) in one week.
2. For all hours worked on holidays that are defined in this agreement in addition to holiday pay.
3. An employee shall not be required to take time off to circumvent the payment of over-time.

ARTICLE 33. HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

New Year's Day	Friday before Labor Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) To qualify for holiday pay, an employee will work his last regularly scheduled work day before a holiday and his first scheduled work day after a holiday, unless excused for a legitimate reason.

(d) If a man agrees to work on a designated holiday and does not report, he will forfeit holiday pay, unless such failure to report is for legitimate reason.

ARTICLE 34. VACATION ELIGIBILITY

An employee will earn credits toward vacation with pay in accordance with the following schedule:

After one year -	One (1) week
Two to five years -	Two (2) weeks
Six to nine years -	Three (3) weeks
Ten and over -	One (1) day per year additional to a maximum of four (4) weeks

ARTICLE 35. VACATION PERIOD

(a) Vacations will be granted at such times during the year as requested by the employee, provided it does not interfere with the normal operation of the Village.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(e) Vacations of less than three (3) days, must be requested twenty-four (24) hours in advance except in the case of emergency.

(f) Employees who voluntarily leave the service of the Employer shall be eligible for vacation pay if they have met the eligibility requirements of Article 34, and gives the Employer two (2) weeks written notice of intent to terminate employment.

(g) Vacation shall be taken in the year next succeeding the anniversary of his employment; if not taken then it is waived.

ARTICLE 36. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 37. HOSPITALIZATION MEDICAL COVERAGE

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family; the plan to be Blue Cross/Blue Shield Plan MVF-1 with ML Rider and Master Med Option 4. This coverage shall be applied to all employees covered by the terms of this agreement.

(b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's absence as the result of any injury, illness or maternity for a period not to exceed three (3) months.

ARTICLE 38. CONTINUING BENEFITS

Any employee privileges or benefits which were generally in effect prior to the effective date of this agreement, which were not changed by this agreement, will continue in force throughout the life of the agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 39. CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit. Any necessary contracting will not reduce the hours of the regular work force.

ARTICLE 40. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

ARTICLE 41. SUCCESSOR CLAUSE

This Agreement shall be binding upon the employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

ARTICLE 42. WORK PERFORMED BY SUPERVISORS

(a) Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except for the following:

1. The Chief of Police who is a duly qualified police officer and whose job calls for active participation in normal and routine operation of the Police Department and law enforcement.

2. Other supervisory employees when situations arise out of unforeseen circumstances which require the immediate attention, or when instruction or training of employees, including demonstration of proper methods is required.

(b) The foregoing exceptions shall not be used by supervisory employees for the purpose of decreasing the work available to the bargaining unit members.

ARTICLE 43. RESPONSIBILITY OF UNION

(a) In consideration of the obligations assumed by the Employer in this Agreement, the Union recognized its responsibilities to cooperate with the Employer in securing and sustaining maximum productivity per employee during the term of this Agreement, in order that the Employer may receive a fair day's work for a fair day's pay as provided for in this Agreement. The Union is fully in agreement with the objective of employee performance and efficiency consistent with safety, good health, and sustained effort.

ARTICLE 44. MANAGEMENT RIGHTS

(a) Any and all management rights are fully and exclusively retained, and may be exercised by the Employer, except to the extent specifically modified by the provisions of this labor agreement, with respect to wages, hours of work, and other working conditions.

ARTICLE 45. LIFE INSURANCE

The Employer will pay the full cost of a ^{2,000}~~\$1,500~~ whole life insurance policy. *KPK/gss*

ARTICLE 46. NO INTERRUPTION OF WORK

(a) The Employer and the Union agree that the grievance procedure provided in Article 9 is adequate and the only means for settling disputes arising under the provision of this agreement.

(b) There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

(c) There shall be no lockouts.

ARTICLE 47. PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

Effective as of the date of this agreement, all new full-time and part-time employees will be required to pass a pre-employment physical as described in the medical examination form furnished by the Employer. Costs of this examination will be borne by the Employer. The examining physician will be designated by the Employer.

ARTICLE 48. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this agreement and to provide a copy of the same agreement to all new employees entering the employment of the employer.

ARTICLE 49. APPENDIXES

The following appendixes are incorporated and made a part of this agreement.

Appendix A - Pensions

Appendix B - Classifications and Rates

Appendix C - Longevity

Appendix D - Temporary & Governmental Program Employees

This is where you would list any other provisions not already provided for in this proposed agreement.

ARTICLE 50. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until July 1, 1976.

(a) If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this agreement has been given in accordance with the above paragraphs, this agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed, N. Main, L'Anse, Michigan 49946; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 51. EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

James V. Embled
Bruce J. Carlson
Harold Hansen

FOR THE EMPLOYER:

A. D. Kubit
Glen Sands

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81375

APPENDIX A

PENSIONS

The existing pension plan shall remain in effect.

APPENDIX B

CLASSIFICATIONS AND RATES
Effective July 1, 1975

	<u>RATE</u> (per hour)
Superintendent Electric & Water Department	\$ 6.12
Electrician	5.70
Superintendent Waste/Water Treatment	5.55
Street Commissioner	5.43
Mechanic	5.17
Police Officer	4.70
Building Maintenance	4.82
Highway Department Equipment Operator	4.66
Waste/Water Treatment Operator	4.83 4.81
Fire Truck Driver	4.58 5.02
Care Taker/Cemetery, Skating Rink, Ski Tow	4.56
Deputy Clerk	4.33
Clerk I	4.02 3.94
Water Plant Operator	4.83
Laborer	4.16
Probationary Employee -	\$.25 less than classification hired for.
Part-time Employee -	
Extra Police	\$ 3.36
Landfill Caretaker	3.24
Cemetery Helper	3.06
Street and Highway	3.06

APPENDIX C

LONGEVITY

One through three years	= Turkey or Ham
Four through five years	= 1% base pay
Six through ten years	= 2% base pay
Eleven through fifteen years	= 3% base pay
Sixteen through twenty years	= 4% base pay
Over twenty years	= 5% base pay

APPENDIX D

TEMPORARY & GOVERNMENTAL PROGRAM EMPLOYEES

(a) The Employer may hire temporary employees and they shall not be covered by the terms of this agreement, provided however, that their employment shall be limited to ninety (90) days in a one (1) year period unless extended by mutual agreement between the parties; and further that they shall not be used to perform work that has been or is being normally and regularly performed by members of the bargaining unit.

(b) The Employer may use students and others whose wages are paid in whole or party by an agency of the State or Federal Government. These employees will not be covered by the terms of this agreement unless the enabling legislation gives them the rights and benefits of regular employees. Further these employees are not to be used to perform work regularly performed by the bargaining unit in such a way as to replace, displace or reduce bargaining unit work.

September 4, 1975

Letter of Addendum
L'Anse Village Employees

The following schedule will apply to the Light and Water Department:

Superintendent will work Monday through Friday with Saturday and Sunday off, with one call out on Monday night.

Number two (2) and three (3) man will work ten days straight starting on alternate Tuesdays with four (4) days off in between. Both employees will have two call outs per week.

Work week will begin on a Sunday for Light and Water Department.

See attached copy

LETTER OF ADDENDUM

Between

VILLAGE OF L'ANSE

And

L'ANSE VILLAGE EMPLOYEES
LOCAL #2542, AFSCME, AFL-CIO

The following work schedule will apply to the Light
and Water Department:

Superintendent will work Monday through
Friday with Saturday and Sunday off, with
one call out on Monday night.

Number two (2) and three (3) men will
work ten (10) days straight starting on
alternate Tuesdays with four (4) days off
in between. Both employees will have two
call outs per week.

The work week will begin on a Sunday for the Light
and Water Department.

RR/rc
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101475

FOR THE UNION:

Lawrence D. Embled

FOR THE EMPLOYER:

John Kubitz
Glenn Sanders