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Cheboygan

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CITY OF CHEBOYGAN

UNION AGREEMENT

City of Cheboygan
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AGREEMENT

between

The City of Cheboygan

and

Local 1325, of the American Federation of State,

County and Municipal Employees, AFL-CIO

PREAMBLE

This agreement entered into by the City of Cheboygan, Michigan, hereinafter referred to as the Employer, and Local 1325, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

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 units excluding appointive officers, supervisors and office clerical personnel.

ARTICLE II

UNION MANAGEMENT RELATIONS

Section 1.

All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

Section 2.

Agreements reached between the parties to this agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE III

UNION SECURITY

During the term of this Agreement all employees who are now employed and all employees who are hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required to join and maintain membership in the Union.

ARTICLE IV

DEFINING REGULAR AND PROBATIONARY EMPLOYEES

Section 1.

A regular employee shall be one who has completed a minimum of six months accumulated service, except in the Police Department, where one year of accumulated service is required. Those employees who have reached full time employment status shall become members of the Union.

Section 2.

A probationary employee is one who has less than one year of accumulated service in the Police Department, or less than six months of accumulated service in all other departments. The Employer has the right, within the probationary period, to discharge any employee without cause. A probationary employee who has broken service by his own actions shall forfeit his time worked for full time status.

Section 3.

A temporary employee is a person employed for a seasonal or temporary period not to exceed 120 days. With the understanding that he is ineligible for regular status until he is reclassified as a probationary employee at which time his employment as a temporary employee shall be credited toward his probationary period.

ARTICLE V

CHECK-OFF

The employer agrees to deduct the union membership monthly dues from the pay of all employees included in the bargaining unit. The amounts to be deducted shall be certified to the employer by the Treasurer of the union on authorization for payroll deduction cards which shall be signed by the employees, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

ARTICLE VI
HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour.

Section 2. Work Week

The work week shall consist of five consecutive eight-hour days, Monday to Friday inclusive, except for employees in continuous operations, discussed below.

Section 3. Work Day

There may be a variance in the starting and quitting times of jobs in any seven day operation to make the shifts compatible to the service required, however, there shall be no split shifts.

Section 4. Work Schedule

Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the union and the employer.

Section 5. Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, seven days a week.

Section 6.

Cemetery Sexton shall be a position in which the hours per day, week and month may vary depending upon the work load and the service required. The rate of pay as prescribed in Appendix A attached shall be pro-rated into twenty-six (26) equal pay periods.

ARTICLE VII
REST PERIODS

All employees' work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a 15 minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE VII

MEAL PERIODS

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

The employer shall furnish a meal to any employee who, during the course of his regular shift is requested to and does work more than two hours beyond his regular quitting time. The employee shall be furnished additional meals every four hours thereafter while he continues to work.

In the event the employer is unable to furnish meals, the employee shall be granted time off to eat, and the employer shall compensate the employee an additional \$2.00 for each such meal.

ARTICLE IX

CLEAN UP TIME

Employees shall be granted a 15 minute personal clean up period prior to the end of each work shift in the Public Works Department.

Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

ARTICLE X

HOLIDAYS

Section 1. Holidays recognized and observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Employees Birthday	
Good Friday	
One Personal Day	

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday, except in the Police and Fire Departments.

for which the holiday shall be observed on the day on which the holiday falls.

In addition to the holidays listed above, whenever Christmas falls on any day of the week other than Sunday or Monday, all non-essential work will be suspended at 12:00 Noon the day before Christmas and employees shall receive one-half days pay for the time not worked.

Section 2. Eligibility requirements

Employees shall be eligible for holiday pay under the following conditions:

- a. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, as modified below.
- b. The employee worked his last scheduled work day prior to and the next scheduled work day after the holiday unless he is excused by the employer. Reasonable purpose for such excused absence shall include proven illness.

If a paid holiday occurs during an employee's vacation, he shall be charged a vacation day for such holiday, but he shall receive one extra day's pay for such vacation.

Employees who have established seniority, but who are on inactive status due to layoff that commenced not more than 30 work days prior to the week in which the holiday occurs shall receive pay for such holiday.

Section 3. Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid eight times their current hourly rate of pay unless their regular work day is more or less than eight hours.

Eligible employees whose regular workday differs from the standard eight hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Section 4. Holiday Work

If an employee works on any of the holidays listed above, he shall be paid the following premium rates in addition to his holiday pay.

Double time for all hours worked.

Section 5. Holiday hours for overtime purposes:

A holiday shall be considered as time worked in computing overtime.

ARTICLE XV

SICK LEAVE

Section 1. Allowance

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay.

Employees shall be allowed one day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for eighty or more hours of work.

Section 2. Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the employer.

Section 3. Unused

Employees who are separated from employment as a result of retirement or death shall receive payment of accumulated unused sick leave at the rate of two full day's pay times the employee's years of continuous service. The payment of unused sick leave for an employee whose separation from employment was due to death will be made to the employee's beneficiary. Employees who are permanently separated from employment as a result of voluntary resignation or discharge shall not receive payment for any accumulated unused sick leave.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Eligibility requirements

Employees shall be eligible for leaves of absence after the appropriate probationary periods have passed.

Section 2. Application for leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization, if granted, for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a leave of absence not exceeding one month shall be answered within five days. The request shall be made one week in advance except for emergency leaves. A request for a leave of absence exceeding one month shall be answered within 10 days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position the employee shall be returned to the higher rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, and

the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

Section 3. Paid Leaves

a) Annual Leave

Annual leave will be granted for the purpose of allowing an employee to leave his duties for rest and relaxation in order that he may serve the City more effectively throughout the balance of the year.

Regular employees shall be granted annual leave with normal pay subject to the following conditions:

- 1) An employee with one full year of service will be allowed an annual leave of two (2) calendar weeks.
- 2) An employee with five (5) full years of service will be allowed an annual leave of three (3) calendar weeks.
- 3) An employee with ten (10) full years of service will be allowed annual leave of four (4) calendar weeks.
- 4) One half day for each year in Excess of twenty (20) years.
- 5) Annual leave earned during one employment year should be taken during the next employment year. However, not more than 50% of an employee's annual leave may be carried over to the next employment year; and no employee will be permitted to accumulate more than six weeks of annual leave.
- 6) Leave schedules for employees in each department will be developed by the department head. Normally, no more than one employee from each department will be permitted to take his annual leave at any one time and no leaves of less than one weeks duration will be granted. In proper cases, exceptions may be made.
- 7) The scheduling of annual leave for employees normally will not exceed four consecutive weeks, except that an employee who has accumulates six weeks of annual leave may be permitted to schedule

- 7) Cont.
more than four consecutive weeks of annual leave provided such scheduling would not create a hardship on the City or interfere with the scheduling of annual leave of other employees in that department.
- 8) If an employee is unable to take his annual leave because it would be inconvenient for the City to grant such leave, the employee shall be paid for such unused annual leave on the last payday of the employment year.
- 9) If an employee leaves the service of the City he shall be paid for his accumulated leave. In the case of the death of an employee, his dependents shall be paid the dollar amount of his accumulated leave. Failure to give the City at least two weeks notice of resignation shall be sufficient reason for the forfeiture of annual leave earned during the current fiscal year. In proper cases, exceptions may be made.

b) Family Death

In the event of a death in the immediate family of an employee - spouse, parents, children, brother, sister, grandparents or grandchildren - or the immediate family of the employees spouse, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. Adjustments for travel time will be made in extraordinary circumstances.

c) Family Sickness

In the event of serious illness in the household of an employee, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments or arrange for medical services.

d) Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. Employees serving Jury Duty and who make money in excess of that paid by the City, will be required to return that excess money to the City.

e) Voting Time

Employees shall be granted a reasonable length of time for voting at any public election.

f) Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be granted

f) Civic Duty Cont.

a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

Any employee involved in civic duty in which monetary consideration is involved and the employee earning more money than he would be regularly paid by the City will return the excess if greater to the City.

Section 4. Unpaid Leaves

a) Reasonable Purpose

Leaves of absences for a limited period shall be granted for any reasonable purpose.

The interpretation of reasonable purpose in each case shall be agreed upon by the union and the employer. Reasonable purpose shall not include temporary employment with another employer.

b) Union Business

Employees elected to any union office which takes them from their employment with the employer shall at the written request of the union be granted a leave of absence. The leave of absence shall not exceed two years, but it shall be renewed or extended for a similar period at any time upon the request of the union. No more than one employee shall be on leave of absence for union business at any one time.

c) Education

Leaves in connection with education shall be subject to the provisions of Section 4a (Reasonable Purpose) of this Article.

d) Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service.

Section 5. Emergency Leave:

All employees of the bargaining unit shall be granted leaves of absences for short periods of time in the event of an emergency situation or because of circumstances beyond the control of the employee. Such emergency leave will be granted upon the discretion of the employer.

ARTICLE XIII

WAGES

Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked Appendix A. The attached wage schedule shall be considered a part of this agreement.

When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position.

In the event the union does not agree that the classification and rate are proper, the union shall have the right to submit the issue as a grievance at Step III of the grievance procedure.

Unless mutually agreed upon by the union and the employer, employees shall move from the minimum step in the pay range to the maximum step in annual increments.

Section 2. Pay period

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week. In the event this day is a holiday the preceding day shall be the pay-day. Pay checks will be disbursed at 8:00 A.M. on pay day.

Section 3. Shift Differentials

To avoid complications in bookkeeping in shift differential, it is agreed by the parties hereto that an additional 20¢ per hour will be paid to those employees working a swingshift schedule.

ARTICLE XIV

REPORTING TIME

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four hours work.

If work is not available, the employee shall be excused from duty and paid, at his regular rate, for four hours work at the appropriate rate -- straight time or overtime--whichever is applicable.

ARTICLE XV

CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid time and one-half for all hours (or fraction thereof) worked outside his regular shift. The employee shall then be paid for his regular work shift at the appropriate rate.

ARTICLE XVI

OVERTIME

Section 1. Rate of Pay

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All work performed in excess of eight hours in any work day in the public works department.
- b. All work performed in excess of 40 hours in any work week.
- c. All work performed before or after any scheduled work shift.
- d. The following overtime provisions shall apply to all employees of the Police and Fire Departments.
 - a) All work in excess of eight hours per day shall be paid at the rate of time and one-half.
 - b) Any employee who is called in on his pass day shall be compensated at the rate of time and one-half for all hours worked.

Section 2. Sunday

Twice the employee's regular hourly rate of pay shall be paid for all hours worked on Sunday by employees not engaged in continuous operation, as defined in Article VI, Section 5.

Section 3. Distribution

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six month period, beginning on the first day of the calendar month following the effective date of this agreement.

Section 3. Distribution Cont.

On each occasion, the opportunity to work overtime shall be offered to the employee with the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, he shall be charged an equal number of hours as the overtime worked, the employee with the next fewest numbers of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.

A record of the overtime hours worked by such employee shall be posted on the department bulletin board monthly.

Section 4. Work at employee's option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime, however, it is understood that employees will not refuse overtime without good cause and in emergencies, the employee or employees with lowest seniority shall accept the overtime.

ARTICLE XVII

SENIORITY

Section 1.

- a) Seniority shall consist of the accumulated paid service with the City. Seniority shall not be lost because of sick leave, as defined, or because of temporary layoff, or an approved leave of absence or military service.
- b) Seniority shall be in effect after the probationary period of an employee and then shall be computed from the first date of hire.
- c) Whenever seniority is used relative to a condition of employment such as layoff, promotion, transfer, assignment, increment, vacation, sick leave, holidays, retirement and others, seniority shall be counted from the first day of hire unless specifically stated otherwise in the appropriate section of this agreement.
- d) 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 Article 1 of this agreement, except employees discharged and disciplined for other than union activity.

Seniority shall be on a company-wide basis, in accordance with the employee's date of hire.

Section 2. Seniority lists.

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

Section 2. Seniority lists Cont.

- b) The seniority list on the date of this agreement will show the 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 Local Union and the Council Office with up to date copies annually.

Section 3. 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 three (3) 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 may be referred to 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 leaves of absence will be treated the same as (c) above.
- f) He retires.
- g) An employee will lose seniority if he gives false reason to obtain a leave.

Section 4. Seniority of Officers

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available.

Section 5. Supplemental agreements

All supplemental agreements shall be subject to the approval of the employer and the Local and/or International Union. They shall be approved or rejected with a period of ten (10) days following the date they are filed by the Local Union.

Section 6. Layoff defined

- a) The word layoff means a reduction in the working force due to a decrease of work, re-allocation of finances or changes in assignments providing the assignments do not conflict with the employees safety or do not cause excessive work load on the other employees. NO layoff will take place as a result of work sub-contracted to private employers or contractors.
- b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 1.
- c) In proper cases, exceptions may be made, where employees retained do not have the ability to perform the duties of those being laid off. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the Third Step of the grievance procedure.
- d) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local union secretary and Council shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

Section 7. Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 1 (c). Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report to work within ten (10) days from date of mailing of notice of recall, he shall be considered a quit. An employee on layoff shall be carried on the seniority list and eligible for recall for one year or the length of his seniority, whichever is greater, not to exceed three (3) years.

Section 8. Transfers

- a. Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- b. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority, and qualification subject to the provisions of Section 9a of this Article.

Section 9. Promotions

a. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications and when the factor of qualification is relatively equal, the factor of seniority shall govern. Job vacancies will be posted within seven (7) calendar days of vacancy setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a trial period of up to four (4) weeks to determine:

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

When no regular employee meets the qualifications to fill a position, the City shall be privileged to hire from the outside to fill such vacancy. In the event the senior applicant is denied the promotion, reasons for the denial shall be given, in writing, to such employee. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

b. During the four (4) 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 in writing. The matter may then become a proper subject for the third step of the Grievance Procedure.

c. During the trial period, employees will receive the rate of the job they are performing.

Section 10. 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 requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. This policy will be continued for the duration of this agreement.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Safety Committee

A safety committee of employees and the employer representatives is hereby established. This committee will include the officers of the local union and shall meet at the call of either party but not more than once each month during regular daytime working hours, for the purpose of making recommendations.

Section 2. Hospitalization

After an employee completes his probationary period the employer agrees to pay 50% of the hospitalization premium. After five (5) years of seniority, the employer agrees to pay the full premium, the plan to be Blue Cross-Blue Shield M-75, Semi-private coverage BMC and D, or CHA. It is further agreed that the present hospitalization plan will be covered to Blue Cross-Blue Shield MVF-1 when available.

Section 3. Workmen's Compensation

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 income, an amount to be paid by the employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on his regular hours.

Section 4. Life Insurance Coverage

The employer agrees to pay the full premium of term life insurance plan for each employee. The first and second years of this contract the face value to be \$6,000. The life insurance will be in effect while employed or laid off, subject to the time limits provided in Article 17, Section 7, Recall Procedure.

Section 5. Retirement

The employer will continue in effect the provisions of Public Act No. 135 of the Michigan Municipal Employees Retirement System integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. Employees who attain the age of 65 must retire from the employment with the employer.

Section 6. Police Department Fingerprint Arrest Insurance Coverage \$50,000.00

Premium to be paid by employer.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

Section 1. Discipline

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 1. Discipline Cont.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Discharge

The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge, the employee involved will be suspended for five days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE XX

SETTLEMENT OF DISPUTES

Section 1. Grievance and arbitration procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I. The employee, with or without the union steward, shall take up the grievance or dispute with the employee's department head within three (3) working days of the date of the grievance or the employee's knowledge of its occurrence. The department head shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the union steward or the union grievance committee to the department head within seven days after the department head's response is due, as in Step I. The department head shall respond to the union steward or the grievance committee in writing within three working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the union steward, Council or International representative or grievance committee to the City Manager or personnel administrator in writing within seven days after the response of the department head is due.

The City Manager or personnel administrator shall respond in writing to the union steward, representative or grievance committee within five (5) working days.

Step IV. (a) If the answer at Step III is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Union Council within thirty (30) working days after the reply of Step III is due.

(b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) working days from the date of the employer's last answer at Step III, meet with the Employer for the purpose of discussing and resolving the grievance.

(c) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Paragraph (b) above, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty-five (25) calendar days from the date of the Appeals Board hearing.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the employer and the union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator shall be limited to the application, meaning and/or interpretation of this agreement and shall have no authority to add to, subtract from or amend any provisions of this agreement.

Grievances initiated by the employer shall be processed in this manner, but they may be initiated at either Step I or Step II.

Section 2. Grievance Committees.

The officers selected by the union to act as the Grievance Committee shall also be known as stewards. The names of employees selected as stewards shall be certified in writing to the employer by the local union.

All grievance committee meetings shall be held on the employer's premises, without loss of pay, where those required to attend would normally be on duty.

The purpose of grievance committee meetings will be to adjust pending grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

Section 3. Payment of Back Pay Claims

If the employer fails to give an employee work to which his seniority entitles him, and a written notice of this claim is filed within five (5) working 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.

Decisions reached by an arbitrator shall be final and binding upon both parties and in any grievance involving monetary loss to the employee, found to have been in violation of this agreement or in violation of law, the employer shall immediately satisfy the aggrieved employee with or without back pay based on the arbitrator's decision and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE XXI

STRIKES AND LOCKOUTS

Section 1. Lockouts

No lockout of employees shall be instituted by the employer during the term of this agreement.

Section 2. Strikes

No strikes of any kind within the bargaining unit shall be caused or sanctioned by the union during the term of this agreement. Public safety and the protection of property shall be the only consideration of the Police and Fire personnel, regardless of strikes within the community. At no time, however, shall employees be required to act as strike breakers.

ARTICLE XXII

GENERAL PROVISIONS

Section 1. Pledge against discrimination and coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The employer agrees not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion, by the employer or any employer representative against any employee because of union membership or because of any employees activity in an official capacity on behalf of the union, or for any other cause.

The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Union bulletin boards

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the union.

Section 3. Union activities on employer's time and premises

The employer agrees that during working hours, on the employer's premises, and without loss of pay, union representatives shall, within reason, be allowed to:

Collect union dues, initiation fees, and assessments, (if these funds are not collected through payroll deductions); post union notices; solicit union membership during other employee's non-working time; attend negotiating meetings; transmit communications, authorized by the local union or its officers, to the employer or his representative; consult with the employer, his representative, local union officers, or other union representatives concerning the enforcement of any provisions of this agreement.

Section 4. Visits by union representatives

The employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local union representatives, district council representatives, or international representatives shall have full force and free access to the premises of the employer at any time during working hours to conduct union business on an individual basis.

Section 5. Work Rules

(a) The right of the employer to establish reasonable work rules is recognized.

(b) Informing employees. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules 30 days after they become effective. New employees shall be provided with a copy of the rules at the time of hire. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of three (3) consecutive work days before becoming effective.

(c) Enforcing. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

(d) The union and the city hereby agree that in this particular case, the work "reasonable" shall be considered to mean those rules and regulations which are in the best interest of the City of Cheboygan, and do not violate any City, State or Federal statute ruling or administrative ruling, providing these rulings do not conflict with the terms of this agreement.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination is the application of new or existing rules shall be resolved through the grievance procedure.

Section 6. Uniforms and protective clothing

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform protective clothing, or protective device shall be furnished to the employee by the employer. Police uniform replacement will be determined and made by the employer.

Section 7. Management rights

The employer shall have the exclusive right to control and direct its employees. This right shall include, among other things, the right to hire, promote, layoff, determine the number of personnel, transfer, discipline, discharge, refuse to hire, set work schedules and standards, make work assignments and direct control of its operations, provided any decision of the employer which is contrary or in violation of the provisions of this agreement shall be subject to the grievance procedure. All items of written city policy not in conflict with the terms of this contract shall remain in full force and effect.

Section 8. Preparation of Contract

The employer agrees to supply each member of the bargaining unit with a copy of this contract and any future changes or amendments.

This agreement shall be effective as of the first day of July, 1973 and shall remain in full force and effect until the 30th day of June, 1975. The contract shall be automatically renewed July 1, 1975, unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to either party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

In WITNESS WHEREOF, the parties hereto have set their hands this
31 day of JULY, 1973.

FOR THE UNION

FOR THE EMPLOYER

Daniel Singer, President

Lawrence J. Otto, Mayor

Glenn Socha, Secretary-Treasurer

Harve E. Fuhr, City Clerk

APPENDIX "A"

Section 1.

Wage Rates Effective July 1, 1973 through June 30, 1974

<u>Classification</u>	<u>Start</u>	<u>3 Mos.</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>
Laborer	3.73	3.83	3.88		
Light Equipment	3.92	3.95	3.98		
Medium Equipment	4.12	4.15	4.18		
Heavy Equipment	4.20	4.30	4.40	4.48	
Mechanic	4.39	4.49	4.54		
Fire Driver - Custodian	4.08**	4.17**	4.23**	4.26**	
Chief Fire Driver Custodian	4.28**	4.37**	4.43**	4.46**	
Police Officer	4.15**	4.24**	4.30**	4.33**	4.36**
Corporal	4.40**	4.43**	4.46**		
Sergeant	4.50**	4.53**	4.56**		
Police Woman	3.96	4.06	4.11	4.16	
Waste Water Plant Oper.	3.73*	3.83*	3.90*	3.95*	3.98*
W.W.T.P. Lab. Tech. - Oper.	3.80	3.85	3.90	3.95	4.00
Working Foreman	4.43				
Sexton (Annual)	3.48	3.60	3.66	3.73	
Water Maint. Man	4.20	4.35	4.45	4.52	

Above figures include Cost of Living through June 30, 1973

Section 2.

Wage Rates Effective July 1, 1974 through June 30, 1975

Laborer	3.88	3.98	4.03		
Light Equipment	4.07	4.10	4.13		
Medium Equipment	4.27	4.30	4.33		
Heavy Equipment	4.35	4.45	4.55	4.63	
Mechanic	4.54	4.64	4.69		
Fire Driver - Custodian	4.23**	4.32**	4.38**	4.41**	
Chief Fire Driver - Custod.	4.43**	4.52**	4.58**	4.61**	
Police Officer	4.30**	4.39**	4.45**	4.48**	4.51**
Corporal	4.55**	4.58**	4.61**		
Sergeant	4.65**	4.68**	4.71**		
Police Woman	4.11	4.21	4.26	4.31	
Waste Water Plant Operator	3.88*	3.98*	4.05*	4.10*	4.13*
W.W.T.P. Lab. Tech. - Opr.	3.95	4.00	4.05	4.10	4.15
Working Foreman	4.58				
Sexton (Annual)	3.63	3.75	3.81	3.88	
Water Main. Man	4.35	4.50	4.60	4.67	

* Plus \$260.00 per yr. \$10.00 Bi-Weekly for Class D. Cert.
or \$390.00 per yr. \$15.00 Bi-Weekly for Class C. Cert.

** Shift differential included.

Section 3. Cost of Living

The United States Bureau of Labor Statistics Consumers Price Index for July 1973 has been established as 132.4. During the life of this contract, employees shall receive an additional One (1¢) cent per hour added to their hourly rate for each four tenths (0.4) rise in the index. Increases shall be computed quarterly and will be applicable July 1st, October 1st, January 1st and April 1st of each year.

Section 4. Hazardous Work

Employees who are required to work in excavations under the following conditions will be paid the applicable premium rate of pay.

1. In excavations of twelve (12) feet or more, where protective devices are not used, such as piling or the portable retaining wall, employees shall be paid the rate of double time.
2. In excavations of twelve (12) feet or more where protective devices are used, such as piling or the portable retaining wall, an employee shall be paid the rate of time and one-half.

Section 5. Asphalt Plant

When the asphalt plant is in operation, the asphalt plant operator and the asphalt plant boiler operator, while operating the plant, shall receive the heavy equipment operator's rate of pay.

Section 6. Vehicles

Police vehicles not allowed outside city limits, except on police business.