

Feb. 28, 1975

A G R E E M E N T

between

THE CITY OF HUDSON

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL # 547, 547A, 547B, and 547 C, AFL-CIO

hereinafter referred to as the "Union".

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, UNION SECURITY: CHECK-OFF

Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

(b) The term "employee" as used herein shall include all Street and Water Maintenance Men employees of the Employer, but shall not include "seasonal employees" and "temporary employees" as hereafter defined and further shall not include the Superintendent of Public Works.

1. Seasonal employee shall mean any employee who is employed primarily during the summer months (May through September.)

2. Temporary employee shall mean any employee who either (a) works irregularly, (b) normally works a schedule of not over 16 hours per week, or (c) is hired in connection with a specific project, work on which will not extend beyond 60 days.

Section 2. Union Security

(a) It shall be a condition of employment that all employees of the Employer who are covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition

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13020 Pieritan
Detroit 48227

Hudson (city of...)

of employment that all present employees and all employees hired on or after the effective date of this Agreement shall within ninety-one (91) days from the effective date of this Agreement or within ninety-one (91) days from the date of hire, whichever shall be sooner either join the Union or contribute to the Social Welfare Fund an amount of money equal to that paid by the employees who are members of the Union limited however solely to the amount of money equal to the Union's regular and usual dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues.

(b) Monies of the Social Welfare Fund will be placed in a separate account of the Employer and will be disbursed by a committee composed of two (2) Union personnel and two (2) representatives of the Employer in a manner they may deem advisable and at such times as they may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

(c) If the Union refuses to accept any person eligible for employment as a member, said person may continue in employment, providing his work is satisfactory to the Employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

(d) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the terms and conditions as are generally applicable to other members of the Union.

(e) The Employer agrees that, upon hiring any new employees who are not members of the Union, the Employer shall send a letter advising the Union, ~~_____~~ ^{AE} steward of the name and date of hiring of the new Employees.

(f) Either party to this Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 3. Check-Off

(a) The Employer shall deduct from the wages of Employees covered by this Agreement and remit to the Union, on or before the 15th day of each month following that which said deductions were made, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer proper written authorization to do so.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE IV

MANAGEMENT RIGHTS

(a) "The City, on its own behalf and on behalf of the electors of the City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

(1) To the executive management and administrative control of the City and its properties and facilities, and the activities of its employees during the work day.

(2) To hire all employees and subject to the provisions of law, to determine their dismissal or demotion; and to promote, and transfer all such employees.

(3) To determine work load, hours of employment and the duties, responsibilities and assignment of employees covered under the contract. The exercise of the foregoing rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

(b) The City has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the agreement.

ARTICLE V

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union may be admitted (upon request by the Union) on to the premises during working

hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the operation of the City.

ARTICLE VI

STEWARDS

(a) The employees covered by this Agreement shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with their Supervisor.

(c) During his term of office, the Chief Steward shall have preference for the purposes of lay-off and recall only, provided, he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular status.

ARTICLE VII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members due to contracting or subcontracting.

ARTICLE IX

EMPLOYMENT STATUS

(a) A newly hired employee shall be on a probationary status ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) day probationary period, the employee is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such probationary employee shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period the employee shall have recourse to the terms of this Agreement and such employee shall be given credit for his total time with the Employer, retroactive to date of hire. The probationary employee shall not earn any fringe benefits during his probationary period, but he shall be given credit for his total time worked and such time shall apply to his vacation eligibility only based on his date of hire.

(c) Employees shall be laid off, recalled or demoted according to their capabilities with due consideration given to the length of time the employee has been with the employer. In the event that a more senior employee is laid off or demoted he shall be notified in writing as to the reason or reasons, with the employee having the right to grieve if the reasons given by the employer are not felt to be justified by the affected employee.

(d) An employee will lose his employment status for the following reasons:

1. He resigns
2. He is discharged for cause
3. He is absent for one (1) working day without notifying the Employer and/or without good and sufficient reasons.

ARTICLE X

TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy or creation, and the employees shall be given five (5) day's time in which to make application to fill the vacancy or new position. The employee making application shall be transferred to fill the vacancy or new position according to his capabilities with due consideration to be given to length of time the employee has been with the employer. Newly created positions or vacancies are to be posted in the following manner: The type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) A newly promoted employee shall serve a probationary period of ninety (90) calendar days in the open position. The employee may at any time during the probationary period on the new job within any of the classifications set forth herein return to his former position, or in the event the employee's work is not satisfactory to the employer, he shall be returned to his former position.

(c) Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(d) Temporary transfers shall be for a period of no longer than thirty (30) calendar days of temporary transfer (except extensions by agreement) and shall be considered an open position and be posted.

ARTICLE XI

NEW JOBS

(a) The employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the employer shall establish the job description.

(b) The employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE XII

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, moral turpitude, chronic or unexcused absence, insubordination or willful violation of agreed upon rules.

ARTICLE XIII

GRIEVANCE PROCEDURE

Step One

A. An employee having a grievance shall present it orally to the Superintendent of Public Works.

B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the Superintendent of Public Works to call the steward.

Step Two

A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.

B. The aggrieved employee and the Superintendent of Public Works shall sign the grievance.

C. The grievance shall be submitted to the City Manager within five (5) working days from the date of Step One, A, above.

Step Three

A. The steward shall meet with the City Manager to discuss the grievance within five (5) working days of its written submission to the City Manager.

B. The City Manager shall give his decision in writing relative to the grievance within fifteen (15) calendar days of his meeting with the steward.

Step Four

A. If the decision rendered by the City Manager is not satisfactory, an appeal shall be presented to the City Manager within five (5) working days and the City Manager shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the City Manager was not satisfactory.

B. The City Manager shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Business Representative of the Union.

Step Five

A. Any appeal of a decision rendered by the City Manager shall be presented to the City Council within five (5) working days and the City Council shall meet with a Business Representative of the Union at a time mutually to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the City Manager was not satisfactory.

B. The City Council or their designated representative shall give their decision in writing relative to the grievance within ten (10) working days of their meeting with the Business Representative of the Union.

Step Six Mediation

A. If the appealing party so desires, they must request the services of State Mediation by no later than ten (10) working days from the receipt of the decision rendered by the City Council.

B. The request shall be in writing to all parties and such request shall state the reason or reasons why the decision of the City Council was not satisfactory.

Step Seven Arbitration

A. If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) calendar days from the date of the final State Mediation Meeting, the grievance must be submitted to Arbitration.

B. The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

C. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

D. Each party shall be responsible for the expenses of the witnesses that they may call.

E. The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

F. The fees and expenses of the arbitrator shall be borne solely by the party in which the arbitrator's decision is rendered against.

G. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

H. The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XIV

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is noncompensable under the Workmen's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and shall continue for the duration of such disability, provided he promptly notifies the Employer with a certificate from a medical or osteopathic doctor of a necessity for such absence and for the continuation of such absence when the same is requested by the Employer and such employee shall have all job status and recall rights.

(b) Leaves of absence without pay may be granted for reasonable periods of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house, maternity leave which will not exceed nine (9) months, and training related to an employee's regular duties in an approved educational institution.

(c) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

(d) Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

(e) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office and at the end of such term shall be entitled to all job and recall rights.

(f) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours.

(c) There shall be no change in work schedule of the employees covered by this agreement except when mutually agreeable between the parties, the Union and the Management.

Section 2. Rest Periods

All employees covered by this Agreement shall receive one fifteen (15) minute rest period during the first four hours worked and one fifteen (15) minute rest period during the second four hours worked per day, at a place designated by the employer.

Section 3. Saturday Rotation

It will be the intent of the Employer during the life of this agreement, to schedule Public Works Employees for work on Saturday. Any employee scheduled would only have to work every 3rd or 4th week and would be required to work a Tuesday through Saturday week. The employee would then have a choice of which day he would be off work during the following week to compensate for his Saturday date. He will not receive overtime for Saturday unless he would work over the required eight hours. The Employer will schedule rotation well in advance of when the work will be required. Rotation would be required of all employees, but will be subject to change between the employees when mutually agreed upon by the Employer and employees.

Section 4. Overtime rates will be paid as follows:

(a) Time and one-half will be paid for all time worked in excess of ten (10) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week, for which overtime has not already been earned.

(b) Double time shall be paid for all hours worked on Sunday.

Section 5. Call Back

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1½) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greatest.

Section 6. Distribution of Overtime

(a) Overtime shall be divided and rotated as equally as possible according to total time on the job among those employees who regularly perform such work provided they are qualified to perform such work.

(b) Employees must work overtime when an emergency is declared by the City Manager and/or Superintendent of Public Works. Refusal to work without good and sufficient cause makes the employee subject to disciplinary action or dismissal.

ARTICLE XVI

HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the Employee:

New Year's Day
Memorial Day
July Fourth
Labor Day

Thanksgiving
Christmas Day
Employee's Birthday

(b) Employees required to work on any of the above named holidays shall receive double time for hours worked.

(c) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.

(d) The employee must have either worked or been excused by the employer on the scheduled work day prior to the holiday and the scheduled work day after the holiday also, on the holiday if scheduled.

(e) When the scheduled holiday falls on a non-scheduled working day the employee shall receive a day off for such holiday on a date that is mutually agreeable to the employee and employer or the employee may elect to receive eight (8) hours pay in lieu of a day off for said holiday.

ARTICLE XVII

HOSPITALIZATION

The Employer shall pay the total cost of Blue Cross-Blue Shield (MVF-I Semi-private) Hospitalization Insurance for employees and shall pay the additional cost for those employees who carry such insurance for their dependents, or any other hospitalization plan having equivalent coverage. The employee may be required to provide proof of dependency for dependents claimed by the employee.

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

Section 1.

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with forty-five (45) day limit. It is understood that part time employees who work twelve (12) months shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

Section 2.

(a) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and it is medically required for the employee to be absent from his job and the presence of the employee at his employment position would jeopardize the health of others.

(b) Records of sick leave accumulated and taken shall be available to the employee upon request.

(c) The City shall have the right to request a doctor's certificate from any employee before sick leave is paid.

Section 3. Funeral Leave

All employees shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean the Mother, Father, Sister, Brother, Husband, Wife, Daughter, Son, Grandparents, Mother-in-law and/or Father-in-law of the employee. Additional time off for traveling to said funeral may be granted upon approval by City Manager.

ARTICLE XIX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week's vacation with pay; after two (2) year's service said employee shall receive two (2) week's vacation with pay. After eight (8) year's, three (3) week's, and after fifteen (15) year's, four (4) weeks.

(b) To be eligible for a vacation with pay, an employee must have worked or been paid for ninety five (95%) per cent of his regularly scheduled working hours. * Approved leaves of absence may also be counted as time worked for purposes of computing vacation eligibility.

(c) Employees voluntarily terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XX

JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. The employee is to relinquish his check received for jury service to the employer in exchange for his regular pay check.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXIV

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until February 28, 1975.

B. If either party desires to terminate this Agreement it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

C. If either party desires to modify or change this Agreement it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice shall set forth the nature of the amend-

ment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. 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.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Mich. 48227, and if to the Employer addressed to City of Hudson, 121 North Church Street, Hudson, Michigan 49247, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is March 1, 1972.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

CITY OF HUDSON

Ray J. Curran
Mayor

Pauline Elhatt
City Clerk

April 4, 1972

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547, 547 A, 547 B,
547 C, AFL-CIO

Robert B. Ross
Business Manager

Richard Gammal
President

J. J. Jordan
Recording-Corresponding Secretary

RHI/ph

opeiu #10 afl-cio

SCHEDULE A
SALARY SCHEDULE

Effective March 1, 1972

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>BASE RATE</u>
Foreman - Street and Service Department	\$ 3.55 (eff. 3-1-72)	\$ 3.80
	3.70 (eff. 3-1-73)	3.95
	3.85 (eff. 3-1-74)	4.10
Street and Service Men	\$ 2.65 (eff. 3-1-72)	\$ 3.15
	2.80 (eff. 3-1-73)	3.30
	2.95 (eff. 3-1-74)	3.45

LETTER OF AGREEMENT

BETWEEN

THE CITY OF HUDSON, MICHIGAN

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL # 547, AFL-CIO

It is hereby agreed between the parties hereto to the following conditions:

(a) That it shall be recognized as a part of the Foreman of the Street Department's normal job duties to be responsible for weekend coverage in the City of Hudson according to the following conditions.

1. To be responsible for one (1) weekend a month, minimum coverage upon ten (10) days notice prior to such coverage, except in the case of emergency.
2. The Foreman Street Department shall not have the responsibility for more than two (2) weekends per month coverage, except in the case of emergency conditions or if the Superintendent of the Public Work's is on vacation.
3. In the event that the Foreman of the Street Department would be required to work more than two (2) weekends in any month because of the above mentioned reasons he shall be given ten (10) days advance notice.

(b) It is further agreed to the following clarification in regard to the work hours and the work schedules:

1. That in the event that the need would arise during the life of this Agreement to either change the work hours or the work schedules of the employees covered by this Agreement, the Employer may either hire an additional employee, or he may make that job available to the employees within the bargaining unit. In the event that the Employer does receive application for this job with the changed hours or work schedule, the application for this job shall be determined in accordance with Article X of the contract agreement.

2. If none of the employees within the bargaining unit make application for the job with the changed hours or work schedule the Employer then may assign that job to the employee with the least amount of time on the job.

(c) Clarification in regard to Article VIII, Contractual Work

In the event that the Employer would hire additional personnel which are in excess of the number of employees who are employed as of the effective date of this Agreement, Article VIII would not apply in the event that these same employees were laid off from the City and the Employer would have the right to contract this additional work which had been performed by the increased number of employees.

CITY OF HUDSON

Ray J. Curran
Mayor

Pauline Elliott
City Clerk

April 4, 1972

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Robert B. Ross
Business Manager

Richard Kimmel
President

JO Jordan
Secretary

