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6/30/97

Chapter

LABOR AGREEMENT

between

THE CITY OF IRON RIVER

and

**CITY OF IRON RIVER EMPLOYEES
LOCAL #1424**

**AFFILIATED WITH COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

Iron River, City of

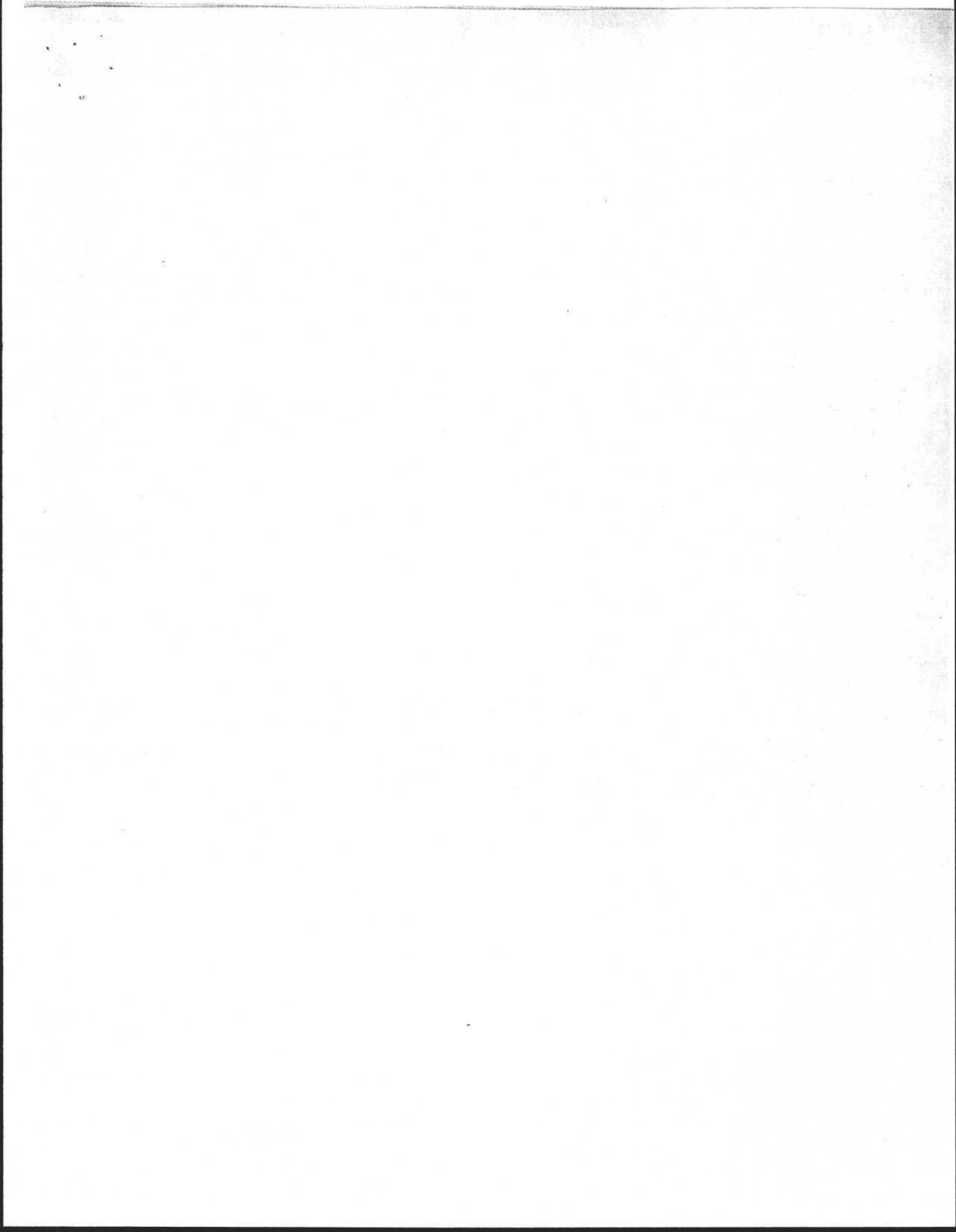
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AGREEMENT

This Agreement made and entered into this 1st day of July, 1994, by and between the City of Iron River, a Municipal Corporation, duly organized under and by virtue of the laws of the State of Michigan (hereinafter referred to as the "EMPLOYER") and Local #1424, Council 25, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

WHEREAS, the Union has certified by the Labor Mediation Board of the State of Michigan as the exclusive representative for collective bargaining for the employees of the City of Iron River as defined in Article 2, Section 1, below; and

WHEREAS, the parties have mutually agreed on the terms of a contract for such purposes;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Employer and the Union as follows:

ARTICLE 1. INTENT AND PURPOSE

In order to provide adequate and competent services to the inhabitants of the City of Iron River and to assure its employees fair and equitable treatment while performing such services it is the intent and purpose of the parties to set forth herein the basic provision regarding the rates of pay, wages, hours of employment, and other conditions of employment to be observed between the parties hereto.

ARTICLE 2. RECOGNITION.

2.1 The term "employee" as used in this Contract shall mean all of the employees of the City of Iron River, Michigan, excluding supervisors, office, clerical, as set forth in the State of Michigan Labor Mediation Board's certification dated March 25, 1966.

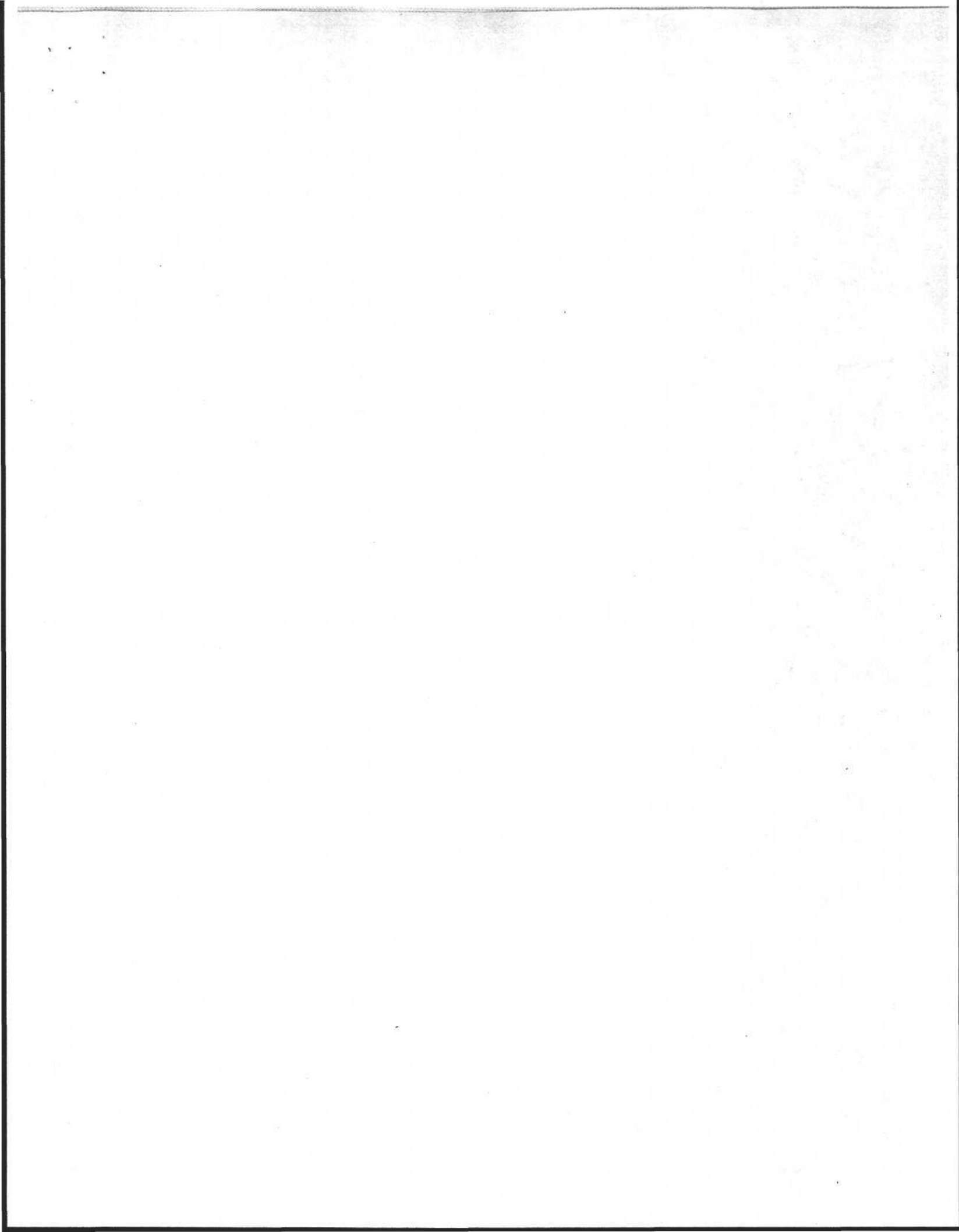
2.2 Pursuant to such certification and laws of the State of Michigan, the Employer recognized the Union as the exclusive collective bargaining representative of all of the employees of the City of Iron River as defined in Paragraph 2.1 above.

ARTICLE 3. RESPONSIBILITY

3.1 It is the intent of the parties to bind the union and all local and international officers and representatives of the Union, all employees as defined in Article 2.1 hereof, the City, its officers and representatives, to observe and adhere to the terms of this contract.

3.2 The Union emphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and agrees that the Union, its agents and members will not take, authorize or condone any action which interferes with the attainment of such objective.

3.3 The City will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees that neither it nor any of its officers or members will engage in any Union activity on City time, or engage other employees in any Union activity while such employees are on City time, and will not carry on any Union activity either on City time or on property of the City in any manner which shall interfere or tend to interfere with the City's operation. The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.



ARTICLE 4. UNION SECURITY (Agency Shop).

4.1 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.

4.2 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 ninety (90) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

4.3 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 ninetieth (90th) straight day or three (3) months following the beginning of their employment in the unit. This ninety (90) days or three (3) months will be considered a Probationary period for newly hired employees by the Employer.

ARTICLE 5. DUES CHECK OFF.

5.1 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 forms 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 thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and to the Union.

5.2 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.

5.3 The Employer agrees to provide this service without charge to the Union.

5.4 See attached AUTHORIZATION FORM.

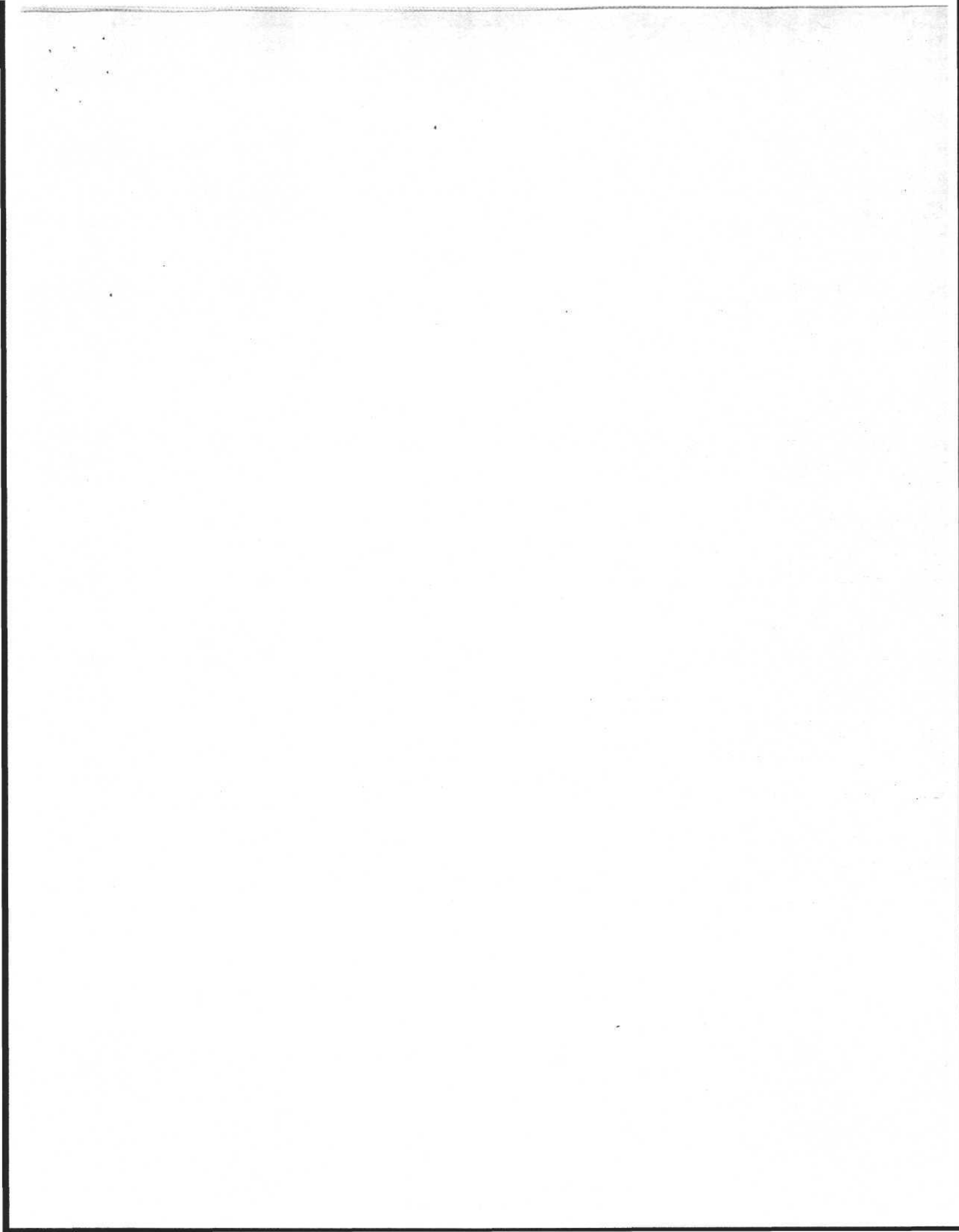
ARTICLE 6. REPRESENTATION FEE CHECK OFF

6.1 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, provided that 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.

6.2 The amount of such representation fee will be determined as set forth in Article 5.2 of this contract.

6.3 The Employer agrees to provide this service without charge to the Union.

6.4 See attached AUTHORIZATION FORM.



ARTICLE 7. REMITTANCE OF DUES AND FEES.

7.1 When deductions begin. Check off deductions under all properly executed authorizations for check-off 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.

7.2 Remittance of Dues to Financial Officer. Deduction 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.

7.3 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.

7.4 The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of the Articles 4, 5, or 6, or in reliance on any list, notice or assignment furnished under any of the provisions of these Articles.

ARTICLE 8. POSTING OF UNION POSITIONS.

8.1 ALL VACANCIES AND/OR NEWLY CREATED POSITIONS WITHIN THE BARGAINING UNIT SHALL BE POSTED FOR A PERIOD OF SEVEN (7) DAYS. POSTINGS SHALL BE PLACED ON THE BULLETIN BOARD SETTING FORTH THE REQUIREMENTS FOR THE JOB. INTERESTED EMPLOYEES SHALL APPLY, IN WRITING, WITHIN THE SEVEN (7) DAY POSTING PERIOD. Any Union position that opens must be posted giving City employees chance to bid on position opening before someone else is hired.

8.2 (A) Any Union employee may twice a year bid successfully on a position. Employees can bid as much as they want if not successful. THE SUCCESSFUL EMPLOYEE SHALL BE GRANTED A FOUR (4) WEEK TRIAL PERIOD TO DETERMINE:

1. DESIRE TO REMAIN ON THE JOB
2. ABILITY TO PERFORM THE JOB

(B) THE SENIOR APPLICANT, IF DENIED TO THE POSITION, SHALL BE GIVEN THE REASONS WHY IN WRITING. IF THE SENIOR APPLICANT DISAGREES WITH THE REASONS, IT SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE.

(C) DURING THE TRIAL PERIOD THE EMPLOYEE SHALL HAVE THE OPPORTUNITY TO REVERT BACK TO HIS FORMER CLASSIFICATION. IF THE EMPLOYEE IS UNSATISFACTORY IN THE POSITION, THE EMPLOYER SHALL HAVE THE RIGHT TO REVERT THE EMPLOYEE TO HIS FORMER POSITION. REASONS FOR THE REMOVAL SHALL BE GIVEN IN WRITING TO THE EMPLOYEE. IF THE EMPLOYEE DISAGREES IT SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE.

(E) DURING THE TRIAL PERIOD THE EMPLOYEE SHALL RECEIVE THE RATE OF PAY FOR THE JOB BEING PERFORMED.

8.3 Any Union employee may bid back to a former position only after a one year period or unless agreed upon by both Union Representative and Employer Representatives.

8.4 Vacancies and/or newly created positions shall be filled on the basis of THE QUALIFICATIONS IN ARTICLE 16, SECTION 1 OF THIS AGREEMENT.

ARTICLE 9. HOURS OF WORK AND OVERTIME.

9.1 This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

9.2 Work Day and Work Week. The normal hours of work shall be eight (8) per day and forty (40) per week. The daily hours of work shall be consecutive except for fixed lunch period of one-half (1/2) hour as specified by the Employer.

9.3 Start of Work Day and Work Week. For the purpose of computing overtime under this Article and not as a limitation upon the scheduling of employees each week, the work week shall be a period of seven (7) consecutive days commencing as of 7:00 a.m. on Monday or the shift changing time nearest to 7:00 a.m., and the work day shall be a period of twenty-four (24) hours commencing with the shift changing time nearest to 7:00 a.m. on each day.

9.4 Overtime (time and one-half) shall be paid for hours worked:

- (a) In excess of eight (8) hours in any work day.
- (b) In excess of forty (40) hours in any work week.
- (c) When an employee on the night shift of any work day (as defined in the paragraph above) completes that shift and works additional consecutive hours worked in excess of eight (8) hours although they may fall within the succeeding work day.

(d) On any day in any work week after an employee shall have worked on five (5) previous days in such work week, provided that in the case of an employee who has worked on five (5) previous days but has not worked forty (40) straight-time hours on said five (5) days due to absence from work for personal reasons of the employee, this sub-paragraph shall not apply until the hours worked on the sixth or seventh day of the work week bring the straight-time hours worked up to forty (40) hours for the work week.

(c) Overtime will be paid in accordance with the shift that the overtime is worked. Base rate in figuring overtime will be hourly rate plus shift differential (Police only).

9.5 For all hours worked on a holiday in addition to holiday pay, time and one-half shall be paid (exception in 9.6).

9.6 Holiday Pay Exception for Police Department. Those people that work an overtime shift (in other words, have forty (40) hours in for the week) and this overtime shift falls on a paid Holiday, then those people working this overtime shift will get regular Holiday pay plus double time. (This is in regards only to the Policemen whose regular schedules fall this way or are called in to work extra overtime duty to fill in for a person that has the Holiday off. This is to compensate that person above other people working a normal shift on a Holiday who get time and one half when the person called in for such overtime would only receive time and one half or same. This does not mean that all Policemen working a Holiday get Double Time, but only those who qualify as explained above. This compensates for the one half (1/2) overtime pay missing.

9.7 All employees will be required to perform assigned work in the event of an emergency, and the judgement of the City officials as to what constitutes an emergency shall be final (Emergencies are riots, major fires, floods, tornadoes, high winds, extremely bad blizzard, sleet storms etc.)

9.8 No employee shall be required to work a split shift WITHOUT THE EXPRESS AGREEMENT BETWEEN THE CITY AND THE UNION AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE.

9.9 Non-duplication of Overtime. Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for at an overtime rate under one provision they shall not be counted as hours worked in determining overtime under the same or any other provisions.

9.10 Exceptions for Police Department. The work schedule of the employees in the Police Department shall be forty (40) hours, consisting of five (5) eight (8) hour days in any one (1) week.

9.11 Overtime Scheduling. The City will, so far as is practicable, distribute any overtime work equally amongst those persons qualified and able to perform the work required. The City Manager will prepare a roster of employees and show hereon the distribution of overtime and keep the same posted on the departmental bulletin board. Any grievance involving such distribution of overtime will not be entertained in the Grievance Procedure and will not be allowed in arbitration unless the employee initiating such grievance can show that the distribution was arbitrary on the part of the City Supervisor.

9.12 Time Slips. The City may require employees at the end of each shift to make out a daily time slip, sign the same and submit it to his foreman or supervisor. These time slips shall be on forms provided by the City.

9.13 Payment of Wages. All employees' wages shall be paid bi-weekly and in accordance with past custom and practice. Employees shall be paid upon the Friday for the earnings ending for the pay period of the preceding Sunday.

9.14 Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) 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 10. REPORTING PAY.

10.1 When any employee is called to work at a job, other than his regular shift, he shall receive the rate of pay applicable to the job for which he is called, or the rate of pay for his regularly scheduled job, whichever is the higher, with a minimum guarantee of two (2) hours of work or two (2) hours of pay at such rate.

10.2 Heavy Equipment Operator Pay: Goes to anyone operating heavy equipment such as grader, front-end loader, backhoe, street sweeper, bulldozer, or rentals that qualify.

10.3 When an employee is sent home for lack of work or because of inclement weather conditions before he has finished TWO (2) hours of work, he shall be paid a minimum of TWO (2) hours at his regular rate.

ARTICLE 11. VACATIONS.

11.1 Length of Vacation. An eligible employee who has completed the years of continuous service indicated in the following table in any calendar year during the term of this contract shall receive during such year a vacation with vacation pay corresponding to such years of continuous service as shown:

(a) After completing one (1) year of continuous service, ten (10) days vacation per year, up to and including the fifth year of continuous service.

(b) One (1) additional day of vacation per year after the fifth year up to twenty-five years of continuous service, with a maximum of thirty (30) days vacation per year. Said schedule shall be in effect for those employees who are currently (7/1/94) receiving more than twenty (20) days vacation per year. For all other employees, they shall receive the above schedule except that the maximum amount of vacation shall be twenty-five (25) days per year.

11.2 Eligibility. To be eligible for a vacation in any year during the term of this contract, an employee must be regular full-time employee and have been continuously at work for the period of time specified above.

11.3 Time for Vacations. Vacation must be taken during the employment year following the year in which they were earned. Vacation allowance shall be requested by written application to the City Manager and approved by him at least one week in advance. The City Manager shall schedule vacations for employees at such times as not to impair, in his judgment, the efficiency and effectiveness of municipal service. Employees with the longer period of service will be shown preference in granting vacations if there is more than one application for vacation at or near the same period requested. Employees having two (2) or more weeks of vacation allowance will be permitted to split such vacation allowance if it does not interfere with efficient City operations, but will be allowed the same in full calendar weeks not exceeding a total of three (3) separate vacation periods. When vacations are split, they must be taken five (5) or more days at a time.

Vacation time cannot be accumulated from one year to the other.

11.4 Vacation Pay. An employee entitled to two (2) weeks of vacation shall be allowed eighty (80) hours pay. An employee entitled to three (3) weeks vacation shall be allowed one hundred twenty (120) hours pay. An employee entitled to four (4) weeks vacation shall be allowed one hundred sixty (160) hours pay. An employee entitled to five (5) weeks vacation shall be allowed two hundred (200) hours pay. An employee with additional days of vacation due shall be allowed eight (8) hours pay for each day of vacation earned.

The rate of pay per hour shall be the rate of pay at which the employee was regularly scheduled for work during his hours of normal employment in the thirty (30) days preceding the period in which such employee takes his vacation.

ARTICLE 12. HOLIDAYS.

12.1 Paid Holidays. Whenever used in this contract, the term "Holiday" means one of the following days: January 1st, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and December 31st.

12.2 Eligibility. An eligible employee who does not work on a holiday shall be paid eight (8) times the applicable hourly rate of the job to which he is regularly assigned, exclusive of shift and overtime premiums, provided, however, that the employee has worked his last scheduled day before and his first scheduled day after the holiday.

12.3 Holidays during Vacation. When a holiday falls while an employee is on vacation, the vacation shall be extended by one day. This day can be taken in front of or at the end of the vacation period.

12.4 Work during a Holiday. Any employee performing work on a holiday shall be compensated for such work at time and one-half (exception 9.6) for the job performed plus the holiday allowance herein provided.

ARTICLE 13. SICK LEAVE.

13.1 An employee who is ill and whose claim is supported by satisfactory written evidence shall be granted a leave of absence during the period of such illness without loss of seniority, except as provided in the seniority section.

13.2 Sick leave with pay shall be granted the employees on the following basis: Each employee shall earn one (1) day of paid sick leave for each month of continuous service, which sick leave may be accumulated up to a total of two hundred (200) days. If in any calendar year an employee uses more than fifty (50) percent of his accumulated sick leave, that employee will be credited fifty (50) percent of the days used, as well as his regular accumulation of one (1) day per month.

13.3 An employee who is ill or who expects to be absent from work due to such illness shall cause his department head to be notified by telephone or otherwise as soon as possible.

13.4 An employee absent from work for three (3) days or more of continuous illness shall, upon request of City Management, before he is returned to work, present to his department a physician's certificate that he is physically fit to resume his work.

13.5 An employee calling in sick must call in by 7:30 a.m. on the day being taken as a sick day. IF THIS IS NOT DONE, THE EMPLOYEE WILL LOOSE THE PRIVILEGE OF BEING COMPENSATED WITH A SICK LEAVE DAY. THE EMPLOYEE MUST REACH EITHER THE FOREMAN, ASSISTANT FOREMAN, CITY MANAGER, CITY CLERK, OR CITY TREASURER.

13.6 AN EMPLOYEE MAY USE A PORTION OF SICK LEAVE TO ATTEND A SCHEDULED DOCTOR'S OR DENTIST'S APPOINTMENT, PROVIDED THAT THE TIME USED IS LIMITED TO TRAVEL TO, ATTENDANCE AT, AND TRAVEL FROM THE APPOINTMENT. UNLESS WRITTEN NOTICE FROM THE ATTENDING PHYSICIAN IS GIVEN, THE EMPLOYEE MUST RETURN TO WORK PROMPTLY AND REPORT TO HIS OR HER IMMEDIATE SUPERVISOR. ONLY THE TIME OUT UNTIL THE TIME RETURNED WILL BE COMPENSATED BY SICK LEAVE PAY, EXCLUDING SCHEDULED LUNCH BREAKS. UNDER NO CIRCUMSTANCE WILL AN EMPLOYEE RECEIVE A COMBINATION OF SICK LEAVE AND REGULAR PAY IN EXCESS OF THE NUMBER OF HOURS SCHEDULED IN THE SHIFT WORKED. ALL TIME TAKEN FOR THE ABOVE APPOINTMENTS WILL ACCRUE AGAINST SICK LEAVE TIME, OR WILL BE UNPAID, AT THE JOINT OPTION OF THE EMPLOYEE AND THE CITY MANAGER. THE EMPLOYEE IS EXPECTED TO MAKE EVERY ATTEMPT TO SCHEDULE APPOINTMENTS AFTER THE REGULAR WORK DAY, OR WHERE THIS IS NOT POSSIBLE, THAN AT SUCH TIMES AS TO MAKE MINIMAL THE DISRUPTION OF DAILY WORK ASSIGNMENTS.

13.7 Sick leave shall be available for use by employees for the following purposes:

1. Personal illness or incapacity over which the employee has no reasonable control.

2. Medical and dental extractions or treatment to the extent of time required to complete such appointment and the appropriate travel time. The employee may utilize sick leave after the aforementioned procedure if he is experiencing discomfort and pain.

3. Sick leave may be used for absences required due to illness or injury to immediate family members. For the purpose of this Section, immediate family is defined to be limited to Mother, Father, Children and Spouse. However, to utilize said time, an employee must initially use all personal leave time and all but seven (7) vacation days. An employee will contact the City Manager when desirous of said sick time useage. This request shall be either granted or denied by the City Manager on a case by case basis. However, the Employer shall not deny the sick leave in an arbitrary or capricious manner.

ARTICLE 14. LEAVES OF ABSENCE.

14.1 An employee desiring a leave of absence shall apply for the same to the City Manager in advance of the time when he would like such leave of absence. The City Manager shall have the sole discretion in determining whether or not such leave of absence shall be granted, and no employee shall have a grievance based upon a denial of a leave of absence. Leave of absence will be granted only for the following purposes:

- (a) Military service
- (b) Education
- (c) Extended illness

All leaves of absence shall be in writing, signed by the City Manager, with a copy to the department head.

14.2 In the event an employee is elected to a Union office, which is a full-time paid position, it will be the policy of the City to grant a leave of absence for a period of one (1) year to such employee at which time the employee shall either return to his occupation or terminate his employment with the City. Employees who are designated by the Local to attend regularly called Union conventions or meetings will be granted a Leave of Absence for the period of such meeting, if, in the judgment of the City Manager, the absence of such employees does not impair the efficient operation of the City's service.

14.3 An employee who has passed his probationary period and has become a regular employee of the City and who is required to attend a summer encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid to him by the Government and the amount calculated by the City in accordance with the following formula: Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any holiday in such two (2) weeks which he would have worked) and the pay for each day shall be eight (8) times the regular pay (day shift rate) of the job for which he is ordinarily scheduled during the last month preceding the period of such encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he would have worked during each period.

MILITARY PAY WILL BE CALCULATED FROM TOTAL COMPENSATION, AS DESIGNATED ON THE MEMBER'S LEAVE AND EARNINGS STATEMENT, NOT JUST ON BASE PAY.

14.4 Benefits granted under this contract shall cease after six (6) months except for employees who are on leave of absence for Reserve of the Armed Forces or National Guard.

ARTICLE 15. MANAGEMENT'S RIGHTS.

15.1 The City, on its own behalf and on behalf of its electors, 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. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to remain vested in the City, including but without limiting the generality of the foregoing rights:

(a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

(b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(c) To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.

(d) To determine the number, location and type of facilities and installation;

(e) To determine the size of the work force and increase or decrease its size;

(f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reduction in hours by combining lay-offs and reductions in work week or work day, according to Article IX;

(g) To permit municipal employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; provided that the amount of bargaining unit work performed by such employees shall be limited to twenty per cent (20%) of their total hours of City employment in any one month. Exception: Supervisory Personnel at Water Works (applies to Public Works Foreman) will be allowed to work more than 20% of the time during winter months for snow removal if all men are called out that can drive and are willing to drive equipment as needed. The Chief of Police shall continue to work the same rotating hours as the rest of the Department;

(h) To direct the work force, assign work and determine the number of employees assigned to operation;

(i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications by mutual agreement of Union representatives;

(j) To determine lunch, rest periods and cleanup times, the starting and quitting time, and the number of hours to be worked;

(k) To establish work schedules;

(l) To discipline and discharge employees for cause;

(m) To adopt, revise and enforce working rules by mutual consent;

(n) To carry out cost and general improvement programs;

(o) To transfer, promote and demote employees from one classification, department or shift to another, unless otherwise specified in this agreement;

(p) To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work;

(q) Above items will be policy unless otherwise specified in Contract.

ARTICLE 16. SENIORITY.

16.1 Qualifications for Promotions, Layoffs and Recalls, OR NEWLY CREATED POSITIONS: In promotions, except to positions excluded under the definition of "employee" in Article II, Section 2.1, and for the purpose of layoffs in connection with the decreasing of the working force and the recalling to work of men so laid off, the following factors shall be considered, and if factors (a), and (b) and (c) are relatively equal, the length of continuous service shall govern:

- (a) Ability to perform the work;
- (b) Physical fitness;
- (c) Qualifications; and
- (d) Seniority.

16.2 Applicability of Qualification: The foregoing provisions as to promotion and recall shall first be applied by departments. Such departments shall be:

- (a) Police Department, and
- (b) Public Maintenance.

16.3 Unit Seniority: Any employee who is permanently laid off for lack of employment in any of the departments specified above may, if he has the physical fitness and ability to perform the work, AND HAS THE NECESSARY CERTIFICATION, exercise unit-wide seniority in a job in one of the other departments to which his unit-wide seniority would then entitle him. All of the factors specified in paragraph 16.1 above shall be applied to determine his qualifications for such transfer in the unit.

16.4 Computation of Seniority: Seniority shall be determined by the length of continuous service in the department: the length of continuous service in the unit shall be computed by the length of continuous service in the entire unit. The City Manager shall, within a reasonable time after the execution of this contract, prepare a seniority list in chronological order, revised to date, upon which shall be indicated the department seniority and unit seniority of each employee. Such list shall be posted and within thirty (30) days after such posting, such list shall be considered as approved and binding upon all employees listed thereon unless written grievances thereto have been filed within such thirty (30) day period.

16.5 Probationary Employees: New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first ninety (90) days of their employment and will receive no continuous service credit during such period. During the period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for the purpose of discrimination because of membership in the Union. Probationary employees continued in the service of the City subsequent to such probationary period shall receive full continuous service credit from the beginning of the probationary period.

16.6 Break in Seniority: Continuous service is broken by:

(a) Voluntarily quitting the service of the City;

(b) Discharge;

(c) Suspension or leave of absence, which continues for more than six (6) months, except as longer leaves are specifically provided by written consent of the City Manager.

(d) Absence due to disability which continues for more than one (1) year; provided however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable, but their continuous service shall be broken if they do not report for work within sixty (60) days after the termination of such period.

(e) Failing to report for work at the termination of a leave of absence or extension thereof.

(f) Failing within seven (7) days after mailing of written notice by the City addressed by registered mail to his last known address on record with the City, to report for available work or to obtain a leave of absence therefrom. Such notice shall advise the employee that if he does not report within such time his length of continuous service will be broken.

(g) Such continuous service will be broken and the employee terminated on the first day of the calendar month after the month in which the employee attains his sixty-fifth (65th) birthday.

ARTICLE 17. GRIEVANCE PROCEDURE.

17.1 Scope of the Grievance Procedure: Should differences arise between the City and the employee covered by this contract as to the meaning and application of the provisions of this contract or as to any questions relating to wages, hours of work or other conditions of employment, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly under the provisions of this Article. No grievance shall be processed under this Article unless it is submitted in the Grievance Procedure within thirty (30) calendar days from the day that the grievance arose or that the employee should have had reason to know of the existence of such grievance.

17.2 Any employee who believes that he has a justifiable grievance shall first discuss the same with his foreman or supervisor in an attempt to dispose of it. If the Foreman and the grievant, after full discussion, cannot amicably dispose of such grievance, the grievant shall present the grievance in writing, on forms prepared by the city, to the City Manager. The City Manager shall investigate and review the circumstances of the alleged grievance, and shall have the right to discuss the same with any person, including the grievant, to arrive at a correct solution of the grievance.

The City Manager shall render his decision thereon within five (5) working days from the time the written grievance is submitted to him. Such employee shall have the right to have a grievance committeeman accompany him at such hearing before the City Manager.

17.3 A grievance Committee of not to exceed three (3) members shall be designated by the Union in writing to the City and such Grievance Committeemen shall be afforded such time off, without pay, as may be required in matters connected with the grievances of employee. In any step in the Grievance Procedure above involving the City Manager, the entire Grievance Committee may attend such hearings. Such time off for such committeemen shall be only: (1) For the purpose of attending regularly scheduled committee meetings, if any, with the City representatives, or to attend meetings with City representatives pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting; and (2) for the investigation of grievances, or complaints where an employee has requested the filing of a grievance, after obtaining permission from the employee's supervisor, such time off without pay.

17.4 If the City Manager fails to render a decision within five (5) working days or if the grievant is not satisfied with the City Manager's decision, the grievant may appeal the City Manager's decision to the City Commission. Such appeal shall be in writing and have attached a copy of the grievance and decision of the City Manager, if any, and filed with the City Clerk not less than five (5) working days prior to the next regular meeting of the City Commission which may fall after the time in which the City Manager is to answer, the City Commission shall likewise have the right to interview any employee, including the grievant and if necessary, to hold a meeting concerning such grievance and shall make its decision within ten (10) days from the date of the regular commission meeting.

17.5 If the City Commission fails to render a decision within five (5) days from the regular meeting which such grievance was to have been considered, or if the grievant is not satisfied with the decision of the City Commission, such grievant may appeal such grievance to arbitration. Grievance must be submitted to arbitration within thirty (30) calendar days from the date of the City Commission answer. The representative of the Union and of the City shall select the arbitrator from a list of impartial arbitrators to be furnished by the Federal Mediation Service and the decision of such arbitrator shall be binding upon the City, the Union and the employees concerned. The expense and salary incident to the services of such arbitrator shall be borne equally by the City and the Union.

Except as in this Agreement otherwise expressly provided, an award of the arbitrator in respect of any grievance which shall be so submitted shall not in any case be made retroactive to a date prior to the date on which such grievance shall have first been submitted in writing under paragraph 17.3 above.

17.6 The arbitrator to whom any such grievance shall be submitted in accordance with the provisions of this section shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance, but it shall not have jurisdiction or authority to add to or alter in any way the provisions of this Agreement.

17.7 Each party, as a matter of policy, shall encourage the prompt settlement of problems by mutual agreement at the local level.

ARTICLE 18. DISCIPLINE, SUSPENSION AND DISCHARGE.

A. Employees will be informed as to the nature of the business for which their supervisors may require their presence for a meeting. If the nature of the business is for discipline, suspension or discharge, the employer will advise the employee of his right to union representation and to have a union representative present prior to any discussion on the matter.

B. The Employer agrees to follow the standard of progressive discipline. Progressive discipline shall be defined to allow the City to invoke discipline which is reasonably suited to the conduct of the employee. Discipline shall include oral reprimand, written reprimand, suspension for any number of days, and/or termination of employment.

C. A disciplined, suspended or discharged employee shall be allowed to discuss his discipline, suspension or discharge with a local union representative and the employer will make available an area where he may do so before he is required to leave the property of the employer. The employer or his designated representative will discuss the discipline, suspension or discharge with the employee and his union representative.

D. The Employer agrees to immediately notify the employee and the Union in writing of any disciplinary action. This written notice shall be given to the employee and union prior to the employee leaving the property of the employer.

E. Use of past records. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions written and on file in the employee's personnel file that occurred more than three (3) years previously.

ARTICLE 19. PHYSICAL EXAMINATION.

19.1 The City shall have the right to require all applicants for employment to submit to a physical examination and render to the City a report of such examination in such form as the City may require.

19.2 If an employee is absent from work for prolonged illness or disability, he shall furnish to the City a doctor's certificate showing that he is physically fit to resume his usual occupation.

19.3 ALL EMPLOYEES SHALL HAVE AN ANNUAL PHYSICAL, TO INCLUDE CHOLESTEROL SCREENING AND SIMILAR BLOOD ANALYSIS. THE CITY WILL PAY THE COSTS NOT COVERED BY THE INDIVIDUAL EMPLOYEE'S HEALTH INSURANCE PLAN.

19.4 THE CITY RESERVES THE RIGHT TO TEST BOTH NEW APPLICANTS AND PRESENT EMPLOYEES FOR ILLEGAL DRUG USE AS IT DEEMS NECESSARY AND APPROPRIATE, AS ALLOWED BY STATE AND FEDERAL LAW, AND AS OUTLINED IN APPENDIX C, DRUG AND ALCOHOL POLICY.

ARTICLE 20. FUNERAL LEAVE.

20.1 Regular, full time employees will be granted with pay, three (3) consecutive working days to attend the funeral of a member of such employee's immediate family. For the purpose of this section, immediate family is defined to be limited to the employee's spouse, brother, sister, children, father and mother (father and mother as herein used shall be parents of the employee or the spouse of the employee, whether such parent is the natural parent or a step-parent), grandparents and grandchildren, son-in-law. Spouse's family shall be same as above. The employee will be paid during such leave of absence only for such days of such leave as are his regularly scheduled work days. An additional two (2) days may be granted for funerals involving immediate household family members at the discretion of the City Manager. Such leave will be deducted from the employee's earned sick leave.

20.2 The City will allow City employees one-half (1/2) day for funeral leave to attend the funeral of any fellow City employee, provided, however, that the requested allowance for such leave shall be in writing and the number of employees who shall be scheduled for such funeral leave will, as in the past, be subject to the discretion and approval of the City officials in order to maintain City service.

ARTICLE 21. HOSPITALIZATION AND DENTAL

21.1 The City shall pay full cost for the employee and his dependents of Michigan Blue Cross/Blue Shield, with the plan to be the semi private comprehensive hospital care (D45NM) with MVF-1 medical-surgical care, Michigan variable fee plus master medical and ML rider. The City may elect to purchase a health plan that requires a deductible payment. If the City chooses such an option, it will set aside adequate funds to cover the cost of the deduction for the employee. In no case shall the overall cost to the employee rise.

21.2 The City shall pay the cost of seventy five percent (75%) Dental Cost Coverage Plan, (BC/BS Preferred Dental Plan #26) for the employee and his dependents up to an Annual Basic Maximum of \$1,000. The basic maximum represents the amount available to each member every contract year.

21.3 The City shall pay cost of Blue Cross/Blue Shield Vision Program, A-80.

21.4 At the discretion of the City Manager, the City may replace glasses damaged or lost in the line of duty.

ARTICLE 22. UNIFORM ALLOWANCE.

22.1 Police Department employees will receive \$250.00 per year per employee for clothing allowance with the payment being made in one lump sum in August.

Public Works employees shall receive \$150.00 per year per employee for work clothes with the payment being made in one lump sum in August.

ARTICLE 23. DRY CLEANING ALLOWANCE.

Police Department employees will receive \$125.00 per year per employee for a Dry Cleaning Allowance with the payment being made in one lump sum in August.

ARTICLE 24. LONGEVITY

24.1 Longevity Pay will be paid employees according to the following schedule based on the years service as an employee of the City of Iron River:

One Hundred Dollars (\$100.00) for five (5) years of service to be paid upon completion of the fifth (5th) year and seventy-five dollars (\$75.00) additional per year for every year thereafter to a maximum of one thousand dollars (\$1,000.00).

24.2 Longevity Pay will be paid once a year for employees eligible for longevity ON DECEMBER TENTH (10th), OR THE NEAREST CALENDAR DAY IF THE TENTH (10th) FALLS ON A WEEKEND. Whatever year of service falls between July 1 of that year and June 30 of the next year the employee will get credit and paid longevity accordingly.

ARTICLE 25. RETIREMENT

25.1 The City shall provide the B-1 retirement system as it is offered through the Michigan Employee Retirement System. If, at any time this

Contract is in effect, an upgrade to the B-2 retirement plan is possible, or the F-50/25 rider is able to be added, it may replace the present plan without requiring additional negotiations.

The parties agree to share equally the cost of the actuarial study of the above. The City agrees to implement the above if it does not require an additional cost during the term of this agreement.

ARTICLE 26. LIFE INSURANCE.

26.1 The City will carry at least a twenty thousand dollar (\$20,000.00) Life Insurance Policy on all full time employees.

ARTICLE 27. MILEAGE AND PER DIEM

27.1 The use of a City vehicle is encouraged whenever practical. However, when use of a personal vehicle is necessary to conduct City Business, employees will be reimbursed twenty-eight (28) cents per mile.

27.2 When travel involves extended periods out of town, meals and lodging will be paid by use of the City credit card or reimbursement for actual expenses. Where questions arise as to the eligibility of repayment for meal expenses, the City Manager's decision will be final. Employees are encouraged to discuss all travel with the City Manager prior to departure, so that any potential problems may be resolved.

ARTICLE 28. PERSONAL LEAVE DAY

28.1 Employees shall be allowed three (3) personal leave days per year. These days shall not be deducted from sick leave nor shall they be accumulative. If personal leave days are not used, they shall be added to the sick leave accumulation.

ARTICLE 29. COMPUTATION OF BENEFITS

29.1 All hours paid to an employee shall be considered as hours worked in computing any benefits under this Agreement.

ARTICLE 30. EMPLOYEE INVOLVEMENT COMMITTEE

30.1 AN EMPLOYEE INVOLVEMENT COMMITTEE is hereby established. This committee shall consist of one representative from each department for the Union and at least one representative for the Employer. Meetings will be held on a monthly basis at a time and place mutually agreeable between the parties.

This committee shall discuss safety problems and make recommendations to the Employer.

30.2 THE COMMITTEE WILL ALSO DISCUSS POLICIES AND PROCEDURES UNRELATED TO THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, PURCHASE OF EQUIPMENT, EFFICIENCY, COST SAVING SUGGESTIONS, LABOR/MANAGEMENT COOPERATION, PROJECT SELECTION AND PRIORITIZATION, AND OTHER SIMILAR SUBJECTS IN AN EFFORT TO ENLIST THE KNOWLEDGE AND EXPERTISE OF ALL CITY EMPLOYEES TO INSURE THE MOST EFFICIENT OPERATION OF THE CITY POSSIBLE.

30.3 THIS COMMITTEE WILL MEET IN AN ADVISORY CAPACITY. MANAGEMENT RETAINS ALL RIGHTS RELATING TO CITY OPERATION DELINEATED ELSEWHERE IN THIS CONTRACT.

ARTICLE 31. CONTRACTING OUT OR SUBCONTRACTING.

31.1 During the term of this agreement, as a result of contracting or subcontracting services from third parties, the Employer will not reduce the level of the bargaining unit workforce below that of the current workforce, July 1, 1994, and/or will not reduce the number of work hours below forty (40) hours for employees.

31.2 The Employer will notify the union seven (7) days before subcontracting or contracting out any work.

31.3 The parties agree that in the event a consolidation of the Police Departments occurs, the Contracting Out or Subcontracting Article herein shall not preclude the City from entering into such an agreement. In this instance, the City shall have the right to consolidate and eliminate the Police Department as it is known today, and the provisions of Section 17.1 shall not apply. If police protection is provided through a consolidated agency, no Police Department employee shall be guaranteed further employment. Upon elimination of the Department, each employee will be terminated and paid only those benefits due and payable upon termination. No employee shall carry over any rights, privileges, or benefits to the new employer. However, for any employee who is rehired by the new agency, the City agrees to pay the differential in the hourly rate of pay based on this contractual rate and the new Department's rate of pay.

ARTICLE 32. TERMINATION

32.1 This Agreement shall be effective and continue in full force and effect from July 1, 1994 to June 30, 1997.

32.2 If there are any current laws of the State of Michigan or the Government of the United States, or any enacted hereafter which violate any part or portion of this contract, such part or portion shall be considered deleted in its entirety and the remainder effective for the period set forth above.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal.

LOCAL #1424, AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:

CITY OF IRON RIVER, MICHIGAN:

Michael Wolzinski
Frank P. W. Stiffberg
Robert E. Pohan
John Sasternak
Mike Jouisky

George Treadd
B. Bendatone City Mgr.

APPENDIX A
WAGE SCHEDULE

The following shall be the pay schedule for the period beginning July 1, 1994, and continuing until June 30, 1997. On July 1, 1994, all categories will increase by sixty (60) cents per hour. Effective July 1, 1995, all pay categories will increase by thirty-five (35) cents per hour. Effective July 1, 1996, all pay categories will increase by thirty-five (35) cents per hour.

WAGES

<u>Job Title</u>	<u>7-1-94</u>	<u>7-1-95</u>	<u>7-1-96</u>
Police Sergeant	11.53	11.88	12.23
Patrolman	11.18	11.53	11.88
Assistant Foreman	11.38	11.73	12.08
Mechanic	11.03	11.38	11.73
Heavy Equipment Operator	10.87	11.22	11.57
Truck Driver	10.68	11.03	11.38

SPECIAL NOTES:

All employees must maintain a drivers license which qualifies them to operate all City Vehicles in the State of Michigan at all times. This operators license must be maintained at the employee's expense. Should the employee have this license suspended for any reason and said license cannot be reinstated within ninety (90) days, the City Manager may, at his discretion, lay off the affected individual.