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AGREEMENT  
BETWEEN  
THE CITY OF ISHPEMING  
AND  
THE CITY OF ISHPEMING CLERICAL EMPLOYEES'  
CHAPTER OF LOCAL #1282  
AFFILIATED WITH  
COUNCIL #25, AFSCME, AFL-CIO

*Ishpeming, City of*

Effective: January 1, 1995

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## AGREEMENT

This Agreement entered into as of the 1st day of January, 1995, between the City of Ishpeming (hereinafter referred to as the "Employer or City") and the City of Ishpeming Clerical Employees' Chapter of Local #1282, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union or Employees").

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

### PURPOSE AND INTENT

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

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

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

### ARTICLE 1. RECOGNITION (Employees Covered)

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

"All regular full-time and part-time office clerical, assistant librarian, and children's librarian, excluding supervisors, a confidential employee, and all other employees who are represented and under contract."

Definitions of employee status:

Regular Full-time Employee: An employee who is regularly scheduled to work the full day on a permanent daily basis (eight (8) hours per day/forty (40) hours per week/fifty-two (52) weeks per year).

Regular Part-time Employee: An employee who is regularly scheduled to work at least twenty (20) but less than forty (40) hours per week/fifty-two (52) weeks per year.

### ARTICLE 2. MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its Common Law, statutory and charter rights to manage the business, as such rights

existed prior to the execution of this, or any other previous agreement with the Union or any other Union. The sole and exclusive rights of management which are not abridged by this agreement shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision, to determine prices of service, extent of services and methods of financing, to drop a service, contract a service when such contracting will not result in lost time for departmental personnel, or any part thereof, free of the liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of the business, and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to time to redetermine, the number, location, relocation and types of its operations, and the methods, processes, and materials and services to be employed; to discontinue service, processes or operations or to discontinue their performance by employees of the City; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management, to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts relating to lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause, and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.

### ARTICLE 3. AID TO OTHER UNIONS

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

### ARTICLE 4. UNION SECURITY (Agency Shop)

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

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

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



## ARTICLE 7. REMITTANCE OF DUES AND FEES

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

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

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

(d) If an employee does not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.

## ARTICLE 8. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairperson. The employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to assign said steward and shall assign one (1) steward to represent the bargaining unit.

1. The Employer will be notified of the name of the alternate steward who will serve only in the absence of the regular steward.
2. The steward, during his or her working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.
3. The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievance to the Employer, within a reasonable period of time, in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by not more than two (2) negotiating committee members, plus a union staff representative.
2. All bargaining by the parties shall be at a mutually agreeable time.
3. Hours for negotiations shall alternate from pay status (Employer's time) and non-pay status (employee's time) unless a change is requested by either party and mutually agreed to by the Employer and the Union.

## ARTICLE 9. UNION ACTIVITIES

(a) Union meetings shall not be held on City time.

(b) Union officers shall conduct union business off the job as much as is reasonably possible. This provision shall not, however, preclude union officers and stewards from engaging in the following activities during regular working hours without loss of regular wages and provided they have given prior notice to their respective supervisors.

1. Posting union notices;
2. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating and processing grievances;
3. Meeting with staff representatives of the Council #25, AFSCME, AFL-CIO, or AFSCME, for reasonable periods of time for the purpose of discussing grievances or contract administration.
4. If the supervisor believes an employee is devoting an unreasonable period of time to any activity enumerated in paragraph (b) 2 and 3, he or she may order the employee back to work and the employee shall comply. Such decision shall be grievable.

## ARTICLE 10. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences may be held between the hours of 9:00 a.m. and 4:30 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

## ARTICLE 11. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The responding party will answer, in writing, any grievance presented to it, in writing, by the petitioning party.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:



1. If an employee feels he has a grievance, he shall discuss the grievance with the steward.
2. The steward may discuss the grievance with the immediate supervisor.
3. The oral discussion will be documented as to time, place, and topic and signed by the immediate supervisor, steward and employee.
4. If the matter is thereby not disposed of, it will, within five (5) working days, be submitted in written form by the steward to his immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and indicate the date of receipt thereof on the steward's copy of the grievance.
5. The immediate supervisor shall deliver his answer to the steward within five (5) working days of receipt of the grievance.

STEP 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the City Manager within five (5) working days after receipt of the immediate supervisor's response. The City Manager shall sign and date the steward's copy. The City Manager shall respond to the steward in writing within five (5) working days of receipt of the grievance.

STEP 3.

1. If the answer at Step 2 is not satisfactory and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
2. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 2, meet with the City Manager or Acting City Manager for the purpose of attempting to resolve the dispute. If the dispute remains unsettled, and the Council wishes to carry the matter further, Council #25 shall file a "Demand for Arbitration" in accordance with the American Arbitration Association's Rules and Procedures.
3. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
4. There shall be no appeal from the arbitrator's decision except for matters regarding interpretation of law. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
5. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
6. Any grievance not answered within the time limits specified in this

Article 11 by the Employer shall be deemed settled on the basis of the Union's original demand.

7. Any grievance not answered by the Union within the time limits specified in this Article 11, shall be deemed settled on the basis of the Employer's last answer.

#### ARTICLE 12. DISCHARGE, SUSPENSION, AND REPRIMANDS

(a) Notice of Discharge or Suspension. The Employer agrees, within one regular work day after the discharge or suspension of an employee, to mail to the employee and his steward, at their last known home address as shown on the records of the Employer, written notice of the Employer's action. Said written notice shall contain the specific reasons for the discharge or suspension.

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

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

(d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which relate to oral or written reprimands which occurred more than one (1) year previously. The Employer will not take into account any prior infractions which relate to suspension which occurred more than three (3) years previously.

#### ARTICLE 13. SENIORITY (Probationary Employees)

(a) Employees hired on a regular full-time basis in the unit shall be considered as probationary employees for the first one hundred and thirty days actually worked. Time spent on leave of absence without pay shall not count toward completion of the probationary period. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority one hundred and thirty (130) days actually worked prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Probationary employees will receive all fringe benefits after thirty (30) days.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement. The Union shall not represent discharged or disciplined probationary employees, unless the discharge or discipline was imposed because of Union activity.

(c) Seniority shall be on a unit wide basis, by classification, in accordance with the employee's last date of hire.

(d) Extending Probation. The immediate supervisor shall file with the City Manager, at least twenty (20) days prior to such employee's termination of

probation, a recommendation, with supporting reasons, as to the employee's retention. The City Manager shall affirm or deny the supervisor's recommendation before expiration of the probationary period. The City Manager, for cause, may extend the probationary period and its time not to exceed thirty (30) days subsequent to the date of termination.

(e) New employees may be required to take a pre-employment physical examination. Said physical examination will be given by a physician selected by the City. The City will assume all costs for the physical examination.

#### ARTICLE 14. SENIORITY LISTS

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

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

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.

#### ARTICLE 15. LOSS OF SENIORITY

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

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for two (2) consecutive working days without notifying his supervisor. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and that his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred directly to Arbitration under Step 3 of the Grievance Procedure.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exceptions.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. An employee, Article 22, Section C notwithstanding, who has been absent from work for a period of one (1) year through a combination of paid sick leave and unpaid leave of absence. (An employee's eligibility for Worker's Compensation shall not be affected by this clause.)

#### ARTICLE 16. LAYOFF DEFINED

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

of work or shortage of revenues.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the steward and the Union Business Agent at least three weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, classifications, seniority and work locations, and the dates of layoff.

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

(d) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.

(e) During a layoff there shall be no scheduled overtime in excess of eight (8) hours per week for a maximum of twenty (20) days with no carry-over from week to week, except the maximum may be extended upon mutual agreement of the parties involved.

#### ARTICLE 17. RECALL PROCEDURE

An employee shall remain on the recall list for two (2) years from the date of layoff. If not recalled during that time, the employee's name shall be stricken from the recall list. Employees will be recalled according to seniority, with the most senior employee in the classification being recalled first. Notice of recall shall be sent to the employee at his last-known address as shown on the Employer's records by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made by the Employer.

#### ARTICLE 18. TRANSFERS

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 19. JOB POSTINGS AND BIDDING PROCEDURES

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within twenty (20) working days of the date the vacancy occurs or the new position is created. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the

five (5) working days' posting period. The senior employee applying for the position who meets the minimum requirements and who possesses the necessary qualifications shall be granted a four-week trial period to determine:

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

(b) The job shall be awarded or denied within five (5) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union Chapter Chairperson as to who was awarded the job.

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

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

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

#### ARTICLE 20. VETERANS (Reinstatement Of)

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

#### ARTICLE 21. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

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

#### ARTICLE 22. LEAVES OF ABSENCE

(a) Eligibility Requirements. Employees shall be eligible for leaves of

absence after the probationary period is completed. Exceptions may be made at the discretion of the Employer.

(b) Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the City Manager. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

When authorization for a leave of absence is granted, it will be furnished to the employee by the City Manager, and it shall be in writing.

Any request for a leave of absence shall be answered within five (5) days. Requests for emergency leaves (for example, family sickness or death) shall be answered within twenty-four (24) hours.

(c) 1. Leaves of absence without pay and without loss of seniority, for periods not to exceed six months, shall be granted for:

- i. Childbirth leave when certified to by a physician, subject to and in accordance with the terms and conditions set forth at sub-paragraph (d) of Article 28; or
- ii. Illness, after the employee has used all of his accumulated sick leave; or
- iii. Prolonged illness in the immediate family. Immediate family shall be defined as spouse, children, mother and father.

Such leave may be extended for like cause.

Employees shall accrue seniority while on any leave of absence granted by the provisions of this sub-section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him; provided he/she meets the minimum qualifications of the position.

2. Leaves of absence, without pay, may be granted, for periods not to exceed six (6) months for:

- i. Union activities; or
- ii. Child care leave, for the purposes of infant child care, following expiration of childbirth leave. A further extension of child care leave or a second leave of absence may be granted at the discretion of the Employer.

Employees shall retain seniority while on any leave of absence granted by the provisions of this sub-section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him, provided he/she meets the minimum qualifications of the position.

3. Members of the Union elected to attend a function of the Union shall be allowed time off without pay, for a period of time not to exceed 15 days total for all members of the unit per year. By way of example and illustration only, and without limitation, the intent of this provision is that one unit member could take 15 days leave for a union function or 15 members could take one day of

leave for a union function, and after such time no unit member could take any additional leave for union activities for the remainder of the calendar year.

#### ARTICLE 23. BULLETIN BOARD

The City shall provide bulletin board space and allow the union use thereof in convenient places in each work area. All notices shall be posted by an authorized designated union representative and shall relate only to the following:

- (1) Union recreation and social affairs.
- (2) Union meetings.
- (3) Union appointments.
- (4) Union elections.
- (5) Results of union elections.
- (6) Reports of standing committees of the Union.
- (7) Rulings or policies of the international union or other labor organizations with which the union is affiliated.
- (8) Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-finding, grievances, etc.

#### ARTICLE 24. RATES FOR NEW JOBS

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

#### ARTICLE 25. JURY DUTY

An employee who is called and reports for jury duty will be paid the difference between his pay for jury duty and his regular pay.

#### ARTICLE 26. WORKMEN'S COMPENSATION (On-the-Job Injury)

(a) Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees to pay employees eligible for Worker's Compensation an amount equal to the difference between Worker's Compensation and his regular income based on forty (40) hours of work, and this pay differential shall be deducted from his accumulated sick leave on a pro-rata basis.

(b) Any employee continuously absent from work because of work related sickness or injury for a period of twenty-four consecutive months or more shall be terminated from employment with the City. The City reserves the right,

however, to consider extenuating circumstances of the employee in the decision to terminate employment and shall grant an extension over the above-stated time limit not to exceed twelve months if, at the end of the twenty-four month period, it is reasonably certain the employee will be able to return to work within twelve months. If an employee on worker's compensation status is terminated from employment with the City and is rehired by the City, they will retain all seniority that was credited to them at the date of termination. Efforts will be made to try and find suitable work with the City commensurate with the terminated employee's scope of limitations. The City will consider restricted duties for any employee able to return to work on a limited basis, provided that the department the employee is assigned to has restricted work available to accommodate the employee.

Life insurance, medical and dental insurance will continue to be furnished to such terminated employee for a period of twenty-four (24) months, to be paid for by the City.

Any employee continuously absent from work because of work related sickness or injury shall be credited with earned vacation only during the first two months of continued absence for the same injury or illness.

No sick leave will be credited while an employee is on worker's compensation status unless the employee returns to work for a minimum period of ten working days in each calendar month.

To be eligible for any longevity payments, an employee on worker's compensation leave must have worked for at least 1,040 hours in the twenty-four preceding months from the date of longevity payment.

Seniority will continue to accrue while on worker's compensation leave.

#### ARTICLE 27. WORKING HOURS

(a) City Hall Staff - Monday through Friday, 40 hours per week.

(b) The normal work day shall consist of eight (8) work hours. Employees shall be allowed one-half (1/2) hour for lunch, not included in the eight (8) hour work day. Normal City Hall hours are from 8:00 a.m. to 5:00 p.m. Employees may shorten their work day by working through their lunch period so long as one (1) person remains in the office during regular City Hall hours.

(c) Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be included in their eight (8) hour work day, providing there is a minimum of one (1) person in the office at all times.

(d) The Library may be a six (6) day operation which may require Saturday scheduling. The Employer agrees that, when reasonably possible, Library employees will be scheduled to work five (5) consecutive days, forty (40) hours per week, not including lunch, as scheduled by the Librarian.

(e) Work schedules may from time-to-time vary. Workers whose schedule shall vary will be notified and posted two (2) weeks in advance.



## ARTICLE 28. SICK LEAVE

(a) Sick leave is defined as: a regular full-time employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, optician's services, or attendance upon members of the immediate family whose illness requires the care of such employees. Sick leave will accrue at the rate of one (1) day for each month worked, with one hundred (100) days maximum accumulation. Sick leave may be taken in increments of one-half (1/2) hour.

(b) Sick leave for childbirth, with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, will be granted. The employee requesting such leave shall file her request, in writing, not later than five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position as long as she desires.

(c) Immediate family is limited to grandparents, parents, foster parents, brothers and sisters of the employee or their spouses or the employee's spouse, children, grandchildren, and relatives of the employee or spouse living in the employee's house.

(d) Use of sick leave with pay exceeding three (3) consecutive work days requires a medical statement from a physician in order for the employee to return to work and be paid for those sick leave days used.

(e) One hundred per cent (100%) of all unused sick leave days will be paid upon retirement. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

(f) Employees will be paid \$15.00 for each unused eight (8) hour sick day accumulated during the year, with a maximum of twelve (12) days. The part-time Assistant Librarian shall receive a pro-rated amount. Payment is to be made by January 15 of the following year for each contract year.

(g) Accumulated sick leave may be transferred from one employee to another with permission of management in cases of extended illness of an employee after they have used their accumulated sick leave.

## ARTICLE 29. FUNERAL LEAVE

An employee shall be allowed up to three (3) working days not to be deducted from sick leave for a death in the immediate family to attend the funeral and to attend to pre-funeral or post-funeral arrangements including probate court hearings at a later date.

Immediate family is limited to grandparents, parents, foster parents, brothers, sisters of the employee or their spouses or the employee's spouse, children, grandchildren, and relatives of the employee or spouse living in the employee's house. An employee shall be allowed one day to attend the funeral of a brother-in-law or sister-in-law of spouse, not to be deducted from sick leave.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

The Chapter Chairperson or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Local Union, for the exclusive purpose of attending the funeral.

ARTICLE 30. OVERTIME

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

1. For all hours worked over eight hours in one day.
2. For Saturdays.
3. For hours in excess of the regular work week (40 hours).

(b) Double time will be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

(c) At employee's option, he may request comp time off equivalent to time as calculated above at a mutually agreed upon time. Effective January 1, 1997, employees may accumulate up to 24 hours maximum comp time, to be used at any time with department head approval.

(d) An employee reporting for work on Saturday, Sunday, or a holiday shall be guaranteed at least two (2) hours pay at the rate of time and one-half, so long as the employee works more than forty (40) hours in that week. An employee reporting for work after 6:30 p.m. on a weekday shall also be guaranteed at least two (2) hours pay at the rate of time and one half, so long as the employee works more than 40 hours in that week.

ARTICLE 31. HOLIDAYS

- |                    |                        |
|--------------------|------------------------|
| (a) New Year's Day | Thanksgiving Day       |
| Good Friday        | Day after Thanksgiving |
| Memorial Day       | Christmas Eve          |
| Independence Day   | Christmas Day          |
| Labor Day          | Employee's Birthday    |

Employees shall be granted one (1) floating holiday replacing New Year's Eve Day, and if it falls on Saturday or Sunday, the floating holiday is still granted.

(b) Employees shall be granted two (2) personal leave days per year, and three (3) personal leave days effective January 1, 1997, provided that the employee shall request such personal leave day at least twenty-four (24) hours in advance on a form to be provided by the Employer. In proper cases exceptions shall be made to the amount of advance notice required by the Employer.

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

(d) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. Where holidays run back to back (example: Christmas Eve and Christmas Day) and such holidays fall on a weekend, Friday and Monday shall be considered the holidays.

(e) Personal leave days are not accumulative and must be taken in the year in which they are earned.

#### ARTICLE 32. VACATION ELIGIBILITY

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

<u>Years of Service</u>	<u>Days of Vacation</u>
0 through 1	0 days
1st through 4th	10 days
5th through 9th	15 days
10th and thereafter	20 days

#### ARTICLE 33. VACATION PERIOD

(a) Vacations are to be taken during the employee's anniversary year following the year in which they are earned. In the event an employee does not work to the anniversary of his/her seniority date, they will receive a pro-rated portion of their vacation time. Vacations will be granted at such times during the year as requested by the employee, provided it does not interfere with normal operations of the department. Vacations must be requested a minimum of two (2) weeks prior to the date the employee desires to take vacations.

(b) When a holiday is observed by the Employer during a scheduled vacation, the employee will not be charged a vacation day for that holiday.

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

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

(e) If an employee has scheduled vacation cancelled by the Employer for any reason and the employee's vacation is placed in jeopardy, such jeopardized vacation accumulation shall be carried over to the next vacation year or the employee may receive said accumulation in the form of pay. The exercise of said option shall be at the employee's discretion.

#### ARTICLE 34. PAY ADVANCE

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Employees must notify the Payroll Clerk in writing at least two weeks prior to going on vacation.

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

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

#### ARTICLE 35. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE

(a) The Employer agrees to pay the premiums for the following dental, hospitalization, and medical insurance coverage for the employee and his family. The plan to be Blue Cross/Blue Shield Plan PPO, MVF-1, Master Medical Option IV, ML Rider, MMC-POV, ICMP, FAE-RC, RM, Dental - 50/50/50/50/\$1,000, Vision VC-A80, and \$5.00 co-pay Preferred RX rider, hearing care rider, RPS, VST. In addition to the above, the Employer will pay the full cost of the DCSD rider for those employees who desire the coverage. This coverage shall be applied to all employees covered by the terms of this Agreement.

(b) The City will pay to each employee who is covered by a hospitalization insurance plan and does not wish to be covered under the City Plan an amount of 50% of the current cost of the hospitalization insurance they would have received under provisions of this agreement. Employee may return to City hospitalization coverage at any time the supplemental insurance coverage is no longer available.

(c) The Employer agrees to pay the full premium for dental and hospitalization medical coverage for the employee and his family during an employee's absence as the result of any injury, illness, or maternity, not to exceed one year on non-job related illness.

(d) The Employer agrees to pay the full premium for dental and hospitalization medical coverage for the employee and his family while the employee is laid off, not to exceed nine (9) months.

(e) The Employer agrees to pay the full premium for dental and hospitalization medical coverage for the employee and his family for all employees who qualify for retirement, not to exceed one (1) year.

(f) Members of the bargaining unit, in good standing with the Employer, whose employment is terminated due to layoff, illness, or voluntary quit shall receive health insurance coverage to the end of the month in which the employment is terminated.

(g) Employees who are receiving payment in lieu of health insurance may continue to receive the payment in lieu of health insurance for the length of time that health insurance coverage is available to bargaining unit employees under the provisions of Article 35, Sections (c), (d), and (e), of this agreement.

ARTICLE 36. LIFE INSURANCE COVERAGE

(a) The Employer agrees to pay the full premium for a term life insurance plan for each employee, face value of \$25,000 while employed.

(b) Upon severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 37. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. Overtime will not be considered part of the computation.

ARTICLE 38. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance as provided by City Ordinance No. 11-800 and/or Michigan Employment Relations Commission Reimbursing Group, Michigan Municipal League, and/or applicable state and/or federal laws.

ARTICLE 39. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs within the Unit shall not be effected without a special conference.

ARTICLE 40. CONTRACTING AND SUB-CONTRACTING OF WORK

The Employer will be allowed to contract and/or sub-contract out work provided it does not replace or displace members of the bargaining unit or reduce their regular hours thereof, unless mutually agreed to by the Union and Management.

ARTICLE 41. SUCCESSOR CLAUSE

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

ARTICLE 42. WORK PERFORMED BY SUPERVISORS

Supervisory employees or non-bargaining unit members may continue to perform work, provided they do not replace or displace members of the bargaining unit or reduce the regular working hours thereof.

ARTICLE 43. INVALIDITY OF CONTRACT PROVISIONS

If any article or section of this Agreement shall be held invalid by a court or if compliance with or enforcement of any article or section shall be

restrained by a court, the remainder of this agreement 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 44. DISTRIBUTION OF AGREEMENT

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

#### ARTICLE 45. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until December 31, 1997.

(a) If either party desires to amend or terminate this agreement, it shall, on or before October 1, 1997, give written notification of same to the other party.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to written notice of amendment or termination by either party, to be given prior to November 1 of the current year termination date.

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

(d) Any amendments that may be agreed upon in writing shall become and be a part of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, 710 Chippewa Square, Marquette, Michigan, 49855; and if the Employer, addressed, City Manager, City Hall, Ishpeming, Michigan, 49849; or to any such address as the Union or the Employer may make available to each other.

#### ARTICLE 46. NO STRIKE, NO LOCKOUT

(a) No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

(b) "Strike" means the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment during the term of this Agreement.

(c) No employee in the bargaining unit shall strike during the term of this Agreement.

(d) No strike of any kind shall be caused, sanctioned, induced, or encouraged by the Union during the term of this Agreement.

(e) At no time shall an employee be required to act as a strikebreaker or go through picket lines if there is a threat of violence.

ARTICLE 47. SAVE HARMLESS

In the event the Employer, acting on the request of the Union discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability whatsoever kind or nature that shall arise out of action taken by the Employer for the purposes of complying with the provisions of this Agreement.

ARTICLE 48. WAIVER

(a) It is the intent of the parties hereto that the provisions of this Agreement shall supercede all prior agreements and understandings between the parties, shall govern their relationship, and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement, in writing, signed by the parties hereto.

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

ARTICLE 49. PENSIONS

(a) The Employer will continue in effect the provisions of Public Act #135 of the Michigan Municipal Employees' Retirement System, including the provisions of Act #123 of the Public Acts of 1966 (Plan C-2/B-1 Base, F-55 MERS), integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. Effective January 1, 1996, the retirement plan shall be C-2/B-1 Base F-50(25) E2 MERS.

(b) Employees who attain the age of seventy (70) must retire from the employment of the Employer.

(c) Employees will receive unreduced retirement benefits created by Act

#135 of the Public Acts of 1945, as amended.

(d) Employees who retire after January 1, 1997, shall receive \$10,000 term life insurance, with premiums paid by the City.

(e) Effective January 1, 1997, the City will provide a trust account in the employee's name into which the employee may contribute up to \$25.00 per pay period, said amount to be matched by the City. The purpose of this trust account is to provide a fund in the employee's name, the proceeds of which shall be used to pay all or a portion of the employee's group health insurance premiums upon retirement from City employment until the funds in the employee's trust account are expended. If an employee leaves City employment prior to retirement, the employee's contribution to his trust account will be refunded, the City contributions will be forfeited to the Employer, and the employee's account will be closed out. A Health Insurance Trust Account Board shall be established with representation from management, unions, and others to establish fund rules and administer the day-to-day operation of the fund. All funds shall be in the custody of the City Treasurer.

ARTICLE 50. COST OF LIVING

Cost of Living adjustment shall be made using the January, 1977, release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index (all items report) for urban wage earners and clerical based on 1967 = 100. This formula is retroactive to January 1, 1977, and is renewable each year on January 1.

(a) Cost of Living adjustments shall be made on the basis of changes in the index: quarterly on the first pay period following the release of the cost of living index in April, July, October and January during the life of this Agreement.

(b) For each 0.3 index difference, each employee shall receive an increase or decrease of one cent (\$.01) per hour, or whichever is applicable for subsequent payroll periods, such increases to be added to the base rates.

(c) In no event will the decline of Labor Statistics Consumer Price Index go below that of January, 1979. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.

(d) Cost of Living shall not be paid in excess of twenty-seven (\$.27) cents in any calendar year (January 1 - December 31).

(e) During the contract period 1/1/95 through 12/31/97 this article (Cost of Living) shall be frozen and inoperative.

ARTICLE 51. LONGEVITY

Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

5-9 years .....	\$250	20-24 years .....	\$350
10-14 years .....	\$300	25-29 years .....	\$375
15-19 years .....	\$325	30 years and over .....	\$400



The above longevity pay will be paid only once a year prior to December 1 of each year, and will be paid for the year beginning January 1 through December 31 using the November 1 pay schedule of each year. Payment will be made with a separate payroll check. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5) years of service by December 1st of the year in which the longevity pay is to be paid. To be eligible for a higher level, the employee must have ten (10), fifteen (15), twenty (20), twenty-five (25), or thirty (30) years as the case may be, by December 1st of the year in which the longevity is to be paid. In case of death or retirement of an employee, longevity payments will be made on a pro-rated basis to the employee or to the survivor named on the face of the group life insurance policy of the employee.

ARTICLE 52. SEVERANCE PAY

All regular, full-time City employees shall be entitled to the following compensation upon death while employed by the City or upon retirement:

0-8 years .....	\$ 0
9-13 years .....	\$300
14-18 years .....	\$400
19-23 years .....	\$500
24 years and over .....	\$600

All regular, full-time employees shall be entitled to the following compensation upon termination of employment in good standing.

0-8 years .....	\$0
9-13 years .....	\$150
14-18 years .....	\$200
19-23 years .....	\$250
24 years and over .....	\$300

ARTICLE 53. EXISTING PART-TIME EMPLOYEES

It is hereby mutually agreed that part-time employees presently receiving fringe benefits will continue to receive all the fringe benefits that they had in the past, such as health insurance, sick leave, vacation, etc.

ARTICLE 54. CLASSIFICATION AND RATES OF PAY

EFFECTIVE JANUARY 1, 1995

<u>Classification</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>
Assistant Librarian	\$7.65	\$8.48	\$9.31	\$10.14	\$12.07
Account Clerk	\$7.65	\$8.45	\$9.26	\$10.06	\$11.97
Accounting Tech	\$7.65	\$8.45	\$9.26	\$10.06	\$11.97
Children's Librarian	\$7.65	\$8.33	\$9.01	\$ 9.69	\$11.47
Meter Reader	\$6.75	\$7.30	\$7.85	\$ 8.20	\$ 8.55

EFFECTIVE JANUARY 1, 1996

<u>Classification</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>
Assistant Librarian	\$7.90	\$8.73	\$9.56	\$10.39	\$12.32
Account Clerk	\$7.90	\$8.70	\$9.51	\$10.31	\$12.22
Accounting Tech	\$7.90	\$8.70	\$9.51	\$10.31	\$12.22
Children's Librarian	\$7.90	\$8.58	\$9.26	\$ 9.94	\$11.72
Meter Reader	\$7.00	\$7.55	\$8.10	\$ 8.45	\$ 8.80


EFFECTIVE JANUARY 1, 1997

<u>Classification</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>
Assistant Librarian	\$8.15	\$8.98	\$9.81	\$10.64	\$12.57
Account Clerk	\$8.15	\$8.95	\$9.76	\$10.56	\$12.47
Accounting Tech	\$8.15	\$8.95	\$9.76	\$10.56	\$12.47
Children's Librarian	\$8.15	\$8.83	\$9.51	\$10.19	\$11.97
Meter Reader	\$7.25	\$7.80	\$8.35	\$ 8.70	\$ 9.05

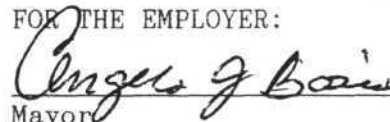
Pay checks shall be issued by 3:00 p.m. on Thursday.

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

FOR THE UNION:

  
\_\_\_\_\_  
*Verita K. Keto*  
\_\_\_\_\_  
*Gill D. Dompierre*  
\_\_\_\_\_

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Mayor  
*Colvin S. Hytinen*  
\_\_\_\_\_  
City Clerk  
\_\_\_\_\_

## APPENDIX A. TRANSFERS

It is hereby agreed that the following terms will be followed in regards to employees who transfer from one bargaining unit of the City of Ishpeming to another bargaining unit within the City of Ishpeming.

1. The employee's seniority date for job posting, overtime call-out, layoff, and recall shall be the date he enters the new department or bargaining unit.
2. The employee shall keep his original seniority date as far as vacations, longevity, and severance pay.
3. The employee shall have all other benefits as provided by the current departmental union contract.
4. Even though an employee may have more accumulated vacation time than another employee in the unit, the employee shall use his seniority date in the new department for selection of vacation time.
5. Employee's retirement would be transferable in accordance with existing retirement system regulations.
6. In regards to sick leave and vacation time, if an employee transfers from one unit to another, their accumulated sick leave and vacation shall transfer with them.

Sick leave will follow the procedure set forth in the union contract.

Examples: a) An employee transferring from the Fire Department will transfer his total number of days to the new department at double the rate he has accumulated in the Fire Department. (If an employee with forty (40) sick days accumulation transfers to the DPW, he will be entitled to eighty (80) sick days in his new unit.) Conversely, an employee transferring from the DPW unit to the Fire Department would have his sick days and vacation days divided in half. (A DPW employee with twenty (20) days vacation would be entitled to ten (10) days vacation in the Fire Department unit.)

b) An employee transferring from the Police Department with over 100 days accumulation will be permitted to carry a maximum of 100 days of sick leave into the new unit.

7. If this agreement is dropped by other units, then it is dropped in this contract.

#### APPENDIX B. JOB DESCRIPTIONS

The parties agree that job descriptions have a direct bearing on an employee's earning power and position on the classification schedule. Therefore, the Union will be made aware of any and all changes prior to the implementation of said changes in a particular description(s).

A committee of at least one (1) Employer representative, the City Manager, and one (1) union representative shall meet for the purpose of reviewing and upgrading all job descriptions for City Hall and Library employees. The committee representatives will not be paid by the Employer for time spent in these meetings after working hours.

#### APPENDIX C. SNOW DAYS

1. The Library will not be closed unless the City Hall is closed.
2. If the City Hall and Library remain open, employees reporting for work will receive their regular pay for hours worked. Employees unable to get to work will have the option of taking sick, vacation, personal, no pay, or accumulated comp time.

#### APPENDIX D. CLOTHING ALLOWANCE

Each employee will be given a clothing allowance of one hundred (\$100.00) dollars per year to be disbursed by January 15 of each year.

LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF ISHPEMING  
AND  
THE ISHPEMING CITY CLERICAL EMPLOYEES  
CHAPTER OF LOCAL #1282  
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

The aforementioned parties do hereby mutually agree that in the event the Supervisory Unit relinquishes the daily time keeping, payroll, and Act 51 reporting duties, said duties will be placed under the jurisdiction of the Clerical Agreement. It is further agreed that in the event these duties are transferred to the Clerical Unit, the City will utilize other personnel not presently in the bargaining unit to help with the added workload and responsibilities, who shall become a member of the Clerical Unit after serving the probationary period.

FOR THE UNION

FOR THE CITY

\_\_\_\_\_

\_\_\_\_\_  
Mayor

*Arita K. Keto*  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk

*Jill D. Dompierre*  
\_\_\_\_\_

\_\_\_\_\_