

2983

12/31/97

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

IshpeMING, City of

Effective: January 1, 1995

Expiration: December 31, 1997

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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 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 supervisory employees identified in Appendix E, except the City Manager, excluding administrative employees and all other employees.

The term "employee" as used in this Agreement shall mean only those employees included within the bargaining unit described above.

ARTICLE 2. AID TO OTHER UNIONS

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

ARTICLE 3. UNION SECURITY AGENCY SHOP

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues and

initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

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

ARTICLE 4. DUES CHECK OFF

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

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) See attached form identified as Appendix H.

ARTICLE 5. REPRESENTATION FEE CHECK OFF

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

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

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

(d) See attached form identified as Appendix H.

ARTICLE 6. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin.

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

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, not 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.

ARTICLE 7. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to assign said steward.

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

(2) The steward, during his 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 grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by three (3) negotiation committee members who shall be members of the bargaining unit.

(2) All bargaining by the parties shall commence during 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 8. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conference shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. All agreements reached shall be reduced to writing immediately and signed by both parties unless a need for consultation is required by either party. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

ARTICLE 9. GRIEVANCE PROCEDURE

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

STEP (1)

Any Employee having a grievance shall present it to the City Manager as follows:

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

(b) The steward may discuss the grievance with the City Manager.

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

(d) The City Manager shall give his answer to the steward within ten (10)

working days of receipt of the grievance.

STEP (2)

(a) If the answer at Step (1) is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall within forty-five (45) calendar days from the date of the City Manager's answer at Step 1, file a demand for arbitration in accordance with the American Arbitration Association's Rules and Procedures.

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

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of the arbitration or where a previous award was in the Employer's favor, the Union shall pay the full cost.

(e) When one or more grievances involve identical issues, these grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

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

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

ARTICLE 10. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages that the employee would otherwise have earned with the City.

ARTICLE 11. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension.

The Employer agrees, within three (3) work days after the discharge or suspension of an employee, to notify the employee and his steward, in writing, mailed to the employee at his last known address and personally delivered to his steward, of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

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

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it may be submitted to arbitration.

(d) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 12. PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first 120 working days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day they complete the 120 days 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 fringe benefits. The Union shall not represent probationary employees who are disciplined or discharged, unless the discipline or discharge arises out of the Union activities of the probationary employees.

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

ARTICLE 13. SENIORITY LISTS

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

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

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

ARTICLE 14. LOSS OF SENIORITY

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

(a) He quits.

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

(c) He is absent for three (3) consecutive working days without notifying his Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

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

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

ARTICLE 15. LAYOFF

(a) In the event it becomes necessary for a layoff, the Employer shall meet with the Chapter Chairman at least three weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

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

(c) Employees shall remain on the layoff list two years from the date of layoff after which their name shall be stricken.

ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, notice of recall shall be sent to the employee at his last-known address by registered or certified mail and to the Union by certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 17. TRANSFERS

If an employee transfers to a position under the Employer not included in this bargaining unit, and thereafter, within six (6) months, transfers back to a position within this bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring back into this bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 18. JOB POSTINGS AND BIDDING PROCEDURES

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within ten (10) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period. The employee applying for the position who meets the minimum requirements shall be granted a 120 days actually worked 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 twenty (20) working days after the posting period. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and notify the Union's Chapter Chairman as to who was awarded the job. In the event the applicant is denied the job, it shall be a proper subject for a grievance procedure.

(c) During the 120 days actually worked 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.

ARTICLE 19. VETERANS

(a) The re-employment rights and educational rights of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

(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 pay and service is submitted. A maximum of two weeks per year is the normal limit.

ARTICLE 20. LEAVES OF ABSENCE

(a) Eligibility Requirements. Employees shall be eligible for leaves of absence after the probationary period is completed.

(b) Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the City Manager through his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Such leave may extend to but not exceed six (6) months.

Authorization for a leave of absence may 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.

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

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, the employee requests assignment to the higher-rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

No employee shall be allowed to use leave of absence under this Article or Section for sickness purposes until all sick leave days are exhausted.

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

1. Childbirth leave, when certified to by a physician, subject to and in accordance with the terms and conditions set forth in Article 26; or
2. Illness, after the employee has used all of his accumulated sick leave; or
3. 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.

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

1. Union activities; or
2. 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.

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 fifteen (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.

1. Union Business. Employees elected to any Union office above the local level or selected by the Union to do work above the local level which takes them from their employment with the Employer may, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year. Requests shall not be unreasonably denied and any refusal shall be justified by the Employer.

2. Education. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes related to job improvement. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee. One (1) year leaves of absence (with any request extension) for educational purposes shall not be provided more than once every three (3) years. Employees may also be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

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

Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

4. Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work, in which they are not personally

involved (as a plaintiff or defendant) who request a leave of absence to perform their civic duty shall be granted a leave of absence. Employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty may be granted a leave of absence.

5. Sickness. Sick leave after accumulated sick leave benefits have been exhausted under Article 26 shall be unpaid leave.

ARTICLE 21. 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 22. JURY DUTY

Any employee who is called and who reports for jury duty will be paid the difference between his pay for jury duty and his regular pay. If dismissed from jury duty, an employee will return to his place of employment if at least one (1) hour of work remains on his shift.

ARTICLE 23. WORKMEN'S COMPENSATION

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 accumulated sick leave on a pro-rata basis.

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 may grant an extension over the above-stated time limit. 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, or 80 hours, in each calendar month. Fire Marshall must work a minimum of 4.5 working days or 106 hours per 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. Fire Marshall must have worked at least 1,378 hours in this time period.

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

ARTICLE 24. UNION BULLETIN BOARD

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

ARTICLE 25. WORKING HOURS

(a) Hours will be the same as those normally worked in the department of the supervisor, plus all other hours necessary to perform the job in accordance with the provisions of Appendix G.

(b) Supervisors will be allowed the same lunch hours and coffee breaks as their employees.

ARTICLE 26. SICK LEAVE

Employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with one hundred twenty-five (125) days maximum accumulation. When an employee obtains one hundred and twenty-five (125) days sick leave, the Employer will purchase twenty-five days at the rate of fifty (50%) per cent, and the employee's accumulated sick leave will be reduced to one hundred (100) days.

The Fire Marshall shall receive one-half (1/2) day of sick leave per month, with a maximum accumulation of seventy-five (75) days. When the Fire Marshall obtains seventy-five (75) days sick leave, the Employer will purchase twenty-five days at the rate of fifty (50%) per cent, and the employee's accumulated sick leave will be reduced to fifty (50) days.

Upon retirement, an employee shall receive one hundred per cent (100%) paid sick leave in cash for all accumulated sick leave up to the one hundred (100) day maximum. The Fire Marshall shall receive one hundred per cent (100%) paid sick leave in cash for all accumulated sick leave up to fifty (50) days maximum. After twenty (20) years of service, sick leave will be paid upon severance, termination, separation of employment, or retirement for up to 100 days, or 50 days for the Fire Marshall, at 100% payoff. An employee while on sick leave will

be deemed to be on continuous employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. Once all accumulated sick leave days have been used by an employee, and if the employee is still unable to work, the employee shall no longer be deemed to be on sick leave. If an employee is no longer on sick leave, the provisions of Article 20 may be applied.

Time off with pay for doctor's appointments, rounded to the nearest hour, shall be deducted from accumulated sick leave.

Accumulated sick leave may be transferred from one employee to another with permission of Management in cases of extended illness of an employee.

In the event an employee consistently uses their sick leave as they accumulate it, and it becomes apparent that the employee is not acting in good faith within the context of this Agreement in regards to sick leave and is using said sick leave as an additional day off, Management may require a doctor's certificate or take disciplinary action against said employee or review payment of sick leave time.

Employees will be paid \$15.00 for each unused sick day accumulated during the year, with a maximum of twelve (12) days. The Fire Marshall shall receive \$30.00 for each unused sick day, with a maximum of six (6) days.

ARTICLE 27. 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 defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, step-parents, step-children or a member of the employee's household. An employee shall be allowed one day to attend the funeral of a brother-in-law or sister-in-law by marriage, not to be deducted from sick leave. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman 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. The Fire Marshall shall receive the same number of days as provided in the Firefighter's contract.

ARTICLE 28. HOLIDAY PROVISIONS

(a) Paid holidays are designated as:

New Year's Eve
Employee's Birthday
Memorial Day
Labor Day
Christmas Day

New Year's Day
Good Friday
July 4th
Thanksgiving Day
Christmas Eve Day

Day after Thanksgiving (effective January 1, 1997)

The Fire Marshall shall receive payment for the above holidays as provided in the Firefighters contract.

(b) Employees will be paid their current base rate of their regularly scheduled work day for said holidays.

(c) Should an employee be called on duty on designated holidays, he shall be allowed an amount of time off computed at one and one-half times the actual holiday hours worked.

(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.

(e) Employees shall receive personal leave days, not to be deducted from any benefit provided by this Agreement, as follows: 1-4 years - one day; 5-9 years - two days; and ten years and over - three days. (The Assessor will receive two personal days until he obtains five years of service.)

(f) The day prior to and subsequent to the holiday must be worked to be a paid holiday. the only exceptions will be for approved leaves of absence.

ARTICLE 29. VACATION ELIGIBILITY

(a) The employee's current date of hire shall be used to compute vacation benefits. An employee will earn credits towards vacation with pay in accordance with the following schedule:

1-4 years	10 days
5-9 years	15 days
10 years and over	20 days

The Fire Marshall shall receive one-half (1/2) of the days above.

(b) Vacation benefits may be granted to a new employee of the bargaining unit other than what would be accrued through seniority with mutual consent of the Union.

ARTICLE 30. VACATION PERIOD

(a) Vacations will be granted at such times during the year as requested by the employee as not to interfere with the work schedule.

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

(c) A vacation may be waived by an employee and extra pay received for work during that period, provided the employee shall take at least two weeks during the year if entitled to.

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

ARTICLE 31. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation. Employee 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 upon request 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 32. HOSPITALIZATION, MEDICAL AND DENTAL COVERAGE

(a) The Employer agrees to pay the full cost of health insurance premiums. The Plan is 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.

(b) The Employer agrees to pay the premium as stated in (a) for hospitalization medical and dental insurance coverage for the employee and his family during an employee's absence as the result of any injury, illness, or maternity, but only if the employee is on leave of absence or on sick leave.

(c) The Employer will pay the insurance premium for retired employees under its group hospitalization medical plan, and the retired employees shall reimburse the Employer for all premiums so paid on their behalf.

(d) Employees shall receive hospitalization and life insurance as in (a) above for a period of three months from date of layoff.

(e) The current benefits shall remain as is until a final decision is rendered by the Insurance Review Committee. No new benefit plan shall be instituted until agreement has been reached by the Union and Management.

ARTICLE 33. LIFE INSURANCE COVERAGE

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

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

(c) Employees retiring after January 1, 1997, shall receive \$10,000 term life insurance at City expense.

ARTICLE 34. COMPUTATION OF BENEFITS

All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 35. CONTINUING BENEFITS

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

ARTICLE 36. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance as provided by City Ordinance Number 11-800 and/or Michigan Employment Relations Commission Reimbursing Group, Michigan Municipal League, and/or applicable state and/or federal laws.

ARTICLE 37. 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 38. DISTRIBUTION OF AGREEMENT

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

ARTICLE 39. APPENDICES

The following appendices are incorporated and made a part of this Agreement:

Appendix A - Retirement Plan

- Appendix B - Uniforms or Uniform Allowance
- Appendix C - Longevity
- Appendix D - Severance Pay
- Appendix E - Classification and Rates
- Appendix F - Cost of Living Allowance
- Appendix G - Overtime
- Appendix H - Dues Deduction Form
- Appendix I - Intent on Discipline
- Appendix J - Employee Guide to Personnel Rules and Policies
- Appendix K - Letter of Agreement - Transfers

ARTICLE 40. TERM, TERMINATION, AND MODIFICATION

This Agreement shall continue in full force and effect from January 1, 1995, until December 31, 1997, both dates inclusive, except as modified by Appendix E.

(a) If either party desires to amend or terminate this Agreement after December 31, 1997, it shall, prior to October 1, 1997, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on ninety (90) days' written notice prior to the current year's termination date.

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

(d) Notice of Termination or Modification.

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 41. EFFECTIVE DATE

This Agreement shall become effective as of January 1, 1995.

ARTICLE 42. EMPLOYER'S RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law 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 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 Employer; 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 lay off, 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 Employer.

ARTICLE 43. NO STRIKE CLAUSE

The Union agrees that during the term of this Agreement or any renewal or extension thereof, neither the Union nor any member in the bargaining unit will engage in any strike, slowdown, sitdown, work stoppage, or any other means of reducing or slowing down production, nor any concerted activity whereby the bargaining unit employees refuse to report for work, nor any activity which constitutes a violation of the provisions of Act 336 of 1947, as amended, being M.S.A. Section 17.455(1) et. seq.

ARTICLE 44. 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 of whatever 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 45. WAIVER

(a) It is the intent of the parties hereto that the provisions of this Agreement shall supercede all prior agreements and understandings between such 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 hereinafter 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 the 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 each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter 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.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 33rd day of May, 1995.

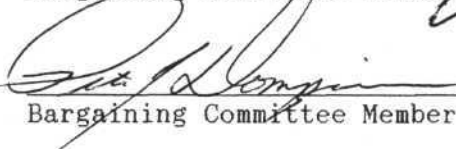
CITY OF ISHPEMING SUPERVISORY EMPLOYEES'
CHAPTER OF LOCAL 1282, MICHIGAN COUNCIL
#25, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO



Chapter Chairman



Bargaining Committee Member

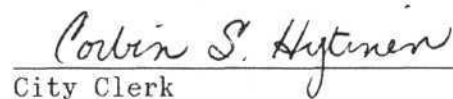


Bargaining Committee Member

CITY OF ISHPEMING



Mayor



City Clerk

APPENDIX A. RETIREMENT PLAN

Membership in Michigan Municipal Employment Retirement System Plan B-2/F55 will be provided. In addition, the Fire Marshall shall be covered under Retirement Act 345 or any other retirement benefits provided in the Firefighters contract. Effective January 1, 1996, the plan shall be B-2/F-50(25)E2. Effective January 1, 1996, the retirement multiplier for the Fire Marshall shall increase from 2.2 to 2.5.

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.

APPENDIX B. UNIFORMS OR UNIFORM 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. The Fire Marshall will receive the same allowed his department for uniforms.

APPENDIX C. LONGEVITY

An employee will receive longevity pay in accordance with the following schedule. Payment of longevity shall be by the first pay period in December of each year.

5 thru 9 years - \$300.00	20 thru 24 years - \$400.00
10 thru 14 years - \$350.00	25 thru 29 years - \$425.00
15 thru 19 years - \$375.00	30 + years - \$450.00

APPENDIX D. SEVERANCE PAY

All regular, full-time City employees shall be entitled to the following compensation upon retirement, termination or death while employed by the City. Severance pay will not be paid in termination cases involving moral turpitude.

10-14 years - \$300.00	20-24 years - \$600.00
15-19 years - \$400.00	25 years and over - \$700.00

In addition, longevity will be pro-rated and paid according to the number of

full months worked in the current year.

APPENDIX E. CLASSIFICATION AND RATES

<u>Classification</u>	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
City Assessor	\$33,491.68	\$34,011.68	\$34,531.68
Cemetery Sexton/Division Supervisor	\$34,131.18	\$34,651.18	\$35,171.18
Head Librarian	\$33,415.62	\$33,935.62	\$34,455.62
Fire Marshall	\$35,313.79	\$35,833.79	\$36,353.79
Superintendent of Public Works	\$40,174.23	\$40,694.23	\$41,214.23

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

The rate for any probationary employee will be set by management, except the minimum shall be 80% for the first six (6) months of employment and from the beginning of the seventh (7th) month of employment through the end of the eleventh (11th) month of employment, the minimum shall be 90% of the rate established in the classification and rate payable. The employee shall reach full salary for the position in one year from the date of hire or appointment.

APPENDIX F. COST OF LIVING ALLOWANCE

(a) Cost of Living Allowance. Cost of living adjustment shall be made using the January, 1977, release of the United States Department of Labor, Bureau of Labor Statistics, Consumer 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.

(1) 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.

(2) 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.

(3) 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.

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

(b) Suspension of Cost of Living Allowance. It is mutually agreed that during the period January 1, 1995, through December 31, 1997, inclusive, the Cost of Living Allowance provisions set forth in Section 1 of this Appendix F shall be suspended and shall be totally inoperative, that the Employer will not pay,

APPENDIX I. INTENT ON DISCIPLINE

Progressive discipline is contemplated with "minor offenses in totally separate and unrelated areas" progressing through independent progressive disciplinary steps. Examples of the intention of the parties are as follows:

(a) Independent infractions, such as absenteeism, drinking, improper behavior, safety violations, etc., unless otherwise related, would progress through independent disciplinary steps, the first step to be used being based on the seriousness thereof. For example, an employee given a verbal warning for absenteeism who subsequently had a minor safety violation would receive a verbal warning for the safety violation. The verbal warning for absenteeism would not be considered the "first" step in progressive discipline for an unrelated safety rule violation such that the first violation of a minor safety rule resulted in written warning.

(b) Related infractions, however, such as tardiness and absenteeism, appearing at work in an intoxicated condition and drinking on duty, violation of two different safety rules, etc., would be combined for disciplinary purposes. For example, for minor offenses, the first offense in the related area, such as verbal warning concerning tardiness, would justify greater discipline for the next occurrence in the related area, such as the employee having been verbally warned for tardiness then receiving written warning for absenteeism.

(c) For minor violations the intent of the parties is that employees be notified of their improper action and permitted a reasonable opportunity to correct their activities. The intent is neither to unduly "penalize" employees for minor unrelated infractions nor to permit employees to abuse the progressive discipline process by committing numerous infractions in "unrelated" areas.

APPENDIX J

EMPLOYEE GUIDE TO PERSONNEL RULES AND POLICIES

The purpose of these Rules and Policies is not to restrict the rights of anyone, but it is to define these rights and to protect the rights of all and insure cooperation. Employees committing any of the following violations shall constitute sufficient grounds for disciplinary action, ranging from reprimand to immediate discharge.

1. Reporting for duty under the influence of intoxicating liquor, is found drinking on the job, or brings alcoholic beverages onto City premises.
2. Reporting for duty under the influence of illegal narcotics, hallucinogenics, addictive or harmful drugs, is found using any of these drugs on the job or brings or has in his/her possession these illegal drugs on City premises.
3. Is absent or tardy without reasonable cause; i.e., failure to notify your department head or immediate supervisor of absence or anticipated absence or tardiness. (Please give your supervisor 24 hours notice for any anticipated absence or tardiness.)
4. Three successive days of unexcused absenteeism will result in immediate discharge.
5. Frequent tardiness or unexcused absenteeism.
6. General misconduct including insubordination.
7. Refusal to carry out the orders of his department head or supervisor, unless following such orders could endanger personal safety.
8. Leaving the job during working hours without permission.
9. Abuse of sick leave privileges.
10. Negligent use of City equipment or property will result in disciplinary action and/or repayment of damages.
11. Intentionally records hours or other entries on another employee's time sheet or falsifies his own time sheet.
12. Falsifies claims for benefits, leaves of absence, information on job applications, time records, reasons for illness, injury, reimbursements, other City records, or theft of City supplies.
13. Violation of City or departmental safety rules.
14. Fails to successfully complete probationary period.
15. Violation or disregard for established City or departmental rules and

policies.

16. An employee must participate in a separation interview with the Personnel Director prior to his/her termination of employment with the City. Termination of employment will not occur until the separation interview has been carried out.

The above reasons for disciplinary action and discharge do not exclude other violations which are of equal severity and justify similar action.

This policy shall not preclude a supervisor from disciplining an employee when it is, in his opinion, determined necessary.

The foregoing rules are not intended to be all inclusive of the proper standards of conduct which employees are expected to observe. The City shall, as deemed appropriate, establish additional rules, and department heads may establish particular rules to govern employee conduct deemed necessary by operational requirements.

APPENDIX K

LETTER OF AGREEMENT

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.