

3499

12/31/2000

AGREEMENT

BETWEEN

THE CITY OF NEGAUNEE

AND

LOCAL #1415

Affiliated with Michigan Council #25
AFSCME, AFL-CIO

Negaunee, City of

Effective: January 1, 1998

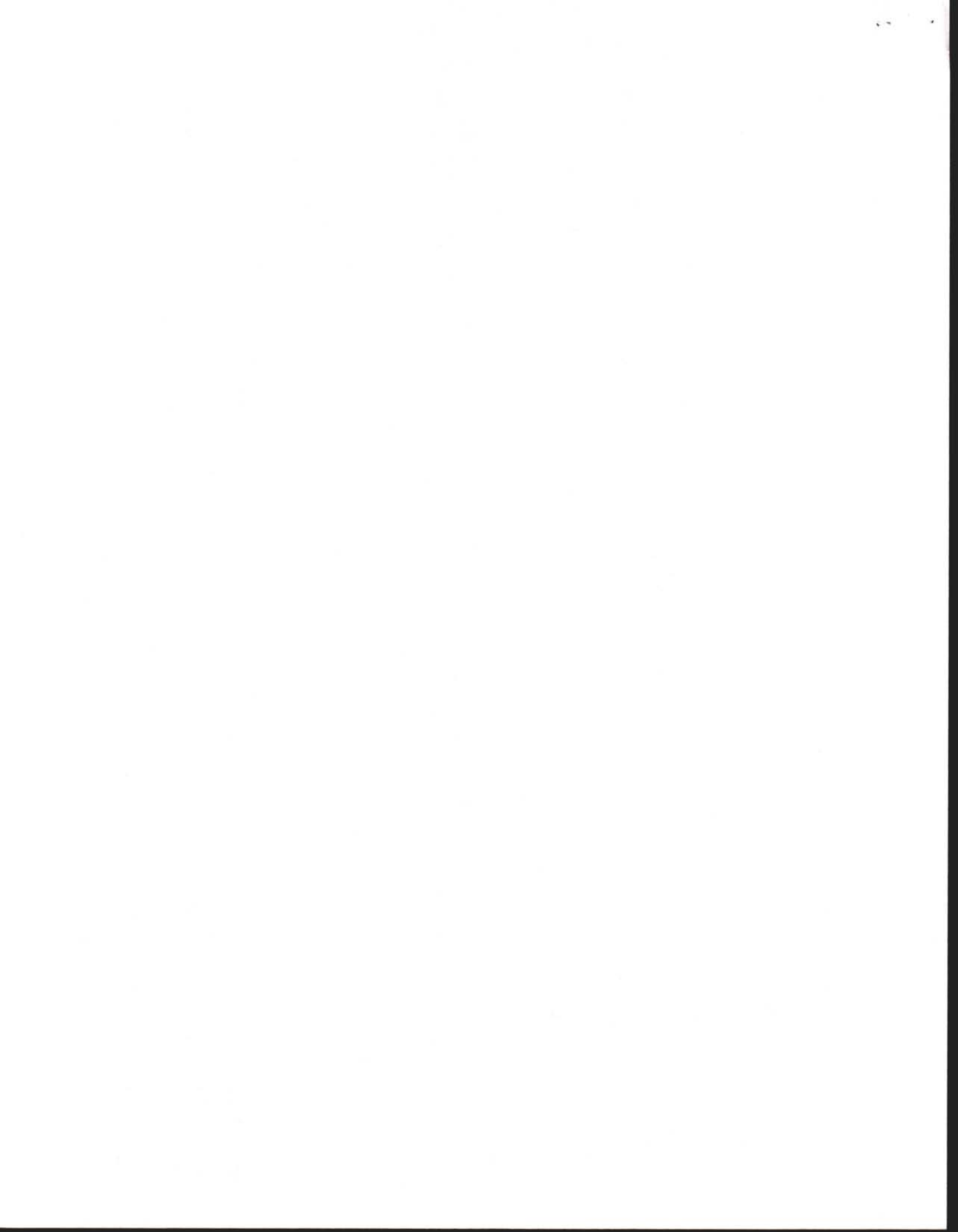
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PREAMBLE

This Agreement entered into on this 11th day of December, 1997, between the City of Negaunee (hereinafter referred to as the "EMPLOYER") and Local 1415 affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

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 among all employees.

ARTICLE 1. RECOGNITION.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time employees of the Employer included in the bargaining units, excluding Police, Volunteer Firemen, Supervisors, Administrative Officers, Manager's Secretary, and seasonal or temporary employees.

ARTICLE 2. MANAGEMENT RIGHTS.

The City, on its own behalf and of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employees except such as are specifically relinquished herein are reserved and remain vested in the City, including but without limiting the generality of the foregoing right:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or method of operation.

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

3. To determine the size of the work force and increase or decrease its size.

4. To direct the work force, assign work, determine the number of employees assigned to operations.

5. To select employees for promotion or transfer to supervisory or other positions outside the bargaining unit and to determine the qualifications and competency of employees to perform available work.

All decisions under this Article shall be reasonable and shall not infringe on Union rights by Act 379 of the Public Acts of 1965 as amended.

ARTICLE 3. UNION SECURITY.

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation 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.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation 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.

Section 4. Failure to comply with the provisions of this Article shall be cause for the discharge of the employee.

Section 5. No employee shall be terminated under this Article except as provided below:

1. The Union has first notified the Employer in writing that the employee has elected not to join the Union.

2. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
 - A. Notify the employee of the provisions of this Agreement;
 - B. Obtain the employee's response; and
 - C. Notify the Union of the employee's response.
3. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
5. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 6. In order that each employee may be made familiar with the Union Security and other provisions of this Agreement and his rights and responsibilities thereunder, the Employer will allow the Union to meet with new employees for at least thirty (30) minutes at the time of hiring.

ARTICLE 4. DUES CHECK-OFF

Section 1. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the Union and used by the Employer, provided that the said form shall be executed by the employee. The written authorization (see Article 4, Section 4) for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract and may be revoked only by written notice given upon termination, severance or retirement of an employee. The termination must be given both to the Employer and the Union.

Section 2. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

Section 3. The Employer agrees to provide this service without charge to the Union.

Section 4. To: _____ EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
or
 An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By:

PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY										ZIP CODE	
AREA CODE			TELEPHONE								

SIGNATURE

EMPLOYER'S COPY

DATE

ARTICLE 5. REPRESENTATION FEE CHECK-OFF

Section 1. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Representation Fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Article 4, Section 4) 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 period or upon termination, severance or retirement of an employee. The termination notice must be given both to the Employer and to the Union.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

Section 1. 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 last pay period of the month and each month thereafter.

Section 2. Remittance of Dues to Financial Officer. Employees shall in writing, direct the City to deduct each month from their wages, or salary, the amount of their dues to the Union as certified by the Treasurer of the Union. The City agrees to comply with such written authority to transmit such sums to the Union.

ARTICLE 7. REPRESENTATION.

A. The Unit may be represented by one (1) Chief Steward and one (1) Steward to be elected and assigned at the discretion of the Union. During their absence the Local Union President may appoint an alternate steward.

B. When requested by an employee, a Steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

ARTICLE 8. SPECIAL CONFERENCES.

A. Special conferences for important matters will be arranged between the Local President and the Employer or his designated representative upon the request by either party. Such meetings shall be between representatives of the Union and 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 shall be held between the hours of 9:00 a.m. and 4:00 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 a representative of the Union Council.

B. The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE 9. GRIEVANCE PROCEDURE.

Section 1. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing by the employee within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the employee. The Employer shall receive signed and duplicate copies of all grievances stating the specifics of the grievance and section of the contract allegedly violated. For the purpose of this Article, all absences identified in the terms of this Agreement shall be excluded from all time limits for both parties.

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

(a) If an employee feels he has a grievance, he may present the grievance in writing to the immediate supervisor with the union steward present as prescribed in Section 1. All discussions at this level shall be documented as to time, place, and topic and shall be signed by employee and employer.

(b) The immediate supervisor shall give his answer to the employee and the employee's steward within five (5) 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 Union President shall present the grievance to the City Manager within five (5) working days of receipt of Step 1 answer for the purposes of attempting to resolve the grievance. A meeting between the parties involved will take place within ten (10) working days of the City Manager's receipt of the grievance. The City Manager shall within ten (10) working days after the aforementioned meeting, respond to the Union in writing concerning the grievance.

(b) If the dispute remains unsettled and the Union wishes to take the matter further, the Union within thirty (30) working days shall file for mediation with the Michigan Employment Relations Commission.

(c) If the dispute(s) remain unsettled after the meeting in Section (b) above, and the Union wishes to carry the matter further, the Union shall file within thirty (30) working days from the meeting in Section (b) above a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.

(d) The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.

(e) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, and the employee or employees involved, and the Employer. The arbitrator shall make a judgement 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.

(f) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. 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.

(g) All records of a disciplinary nature which would have a bearing on an employee's continued employability will be entered into the appropriate file kept by the Employer for that and other purposes. The employee will receive a copy of any disciplinary action taken against him and shall be the only records allowed to be introduced at any subsequent arbitration hearing.

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

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

ARTICLE 10. DISCIPLINE AND DISCHARGE.

Section 1. Disciplinary action or measures shall include the following in order:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension (not to exceed five working days).
- D. Discharge.

If the Employer has reasons to reprimand an employee, it shall be done, in a manner that will not embarrass the employee before others. If an offense is of the nature to endanger other employees, the public and/or property either public or private, the employee may be sent home.

Section 2. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge, suspension or written reprimand of an employee, to notify, in writing, the employee and his steward of the discharge, suspension, or written reprimand. Said written notice shall contain the specific reasons for the discharge, suspension, or written reprimand.

Section 3. 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.

Section 4. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper it shall be submitted within 10 working days to Step 2 of the Grievance Procedure and may proceed directly as outlined in Article 9.

Section 5. Use of Past Record. In imposing any discipline on a current charge the Employer shall not utilize any disciplinary actions that occurred more than three (3) years previously.

ARTICLE 11. SENIORITY.

Section . Probationary Employees.

- a. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the Employer and shall rank for seniority from the initial date of hire. There shall be no seniority among probationary employees.
- b. The Union shall represent probationary employees for all rights provided for probationary employees by the agreement except in discharged or disciplined cases for other than Union activity.
- c. Seniority shall be on a bargaining unit basis, in accordance with the employee's last date of hire, with the following exceptions. City employees, other than employees covered by this agreement, when transferring into this bargaining unit, shall be allowed to exercise their seniority for all benefits in this agreement with the exception of the Job Posting and Bidding article. Seniority for posting and bidding shall commence with the first day worked in the Department of Public Works. Employees assigned or transferred prior to January 1, 1983 shall not be affected by this article.

Section 2. Loss of Seniority. An employee shall lose seniority for the following reasons only:

1. Voluntary quit.
2. Discharge and the discharge is not reversed through the procedure set forth in this Agreement.
3. Absence for three (3) consecutive working days without notifying 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 his employment has been terminated.

4. Failure to return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from sick leave and leaves of absence within three (3) days after the termination of said leave.
6. He retires.
7. In the case of extraordinary circumstances special consideration will be given to items three and four.
8. Loss of seniority under the above provisions is subject to the Grievance Procedure.

Section 3. In the event of a tie in seniority, the tie shall be broken by the last four digits of the employee's social security number, the lowest number becoming the most senior employee.

Section 4. Seniority List.

- 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 and names of all employees of the unit entitled to seniority.
- c. The Employer will keep the seniority list up to date and will provide the Local Union with up-to-date copies annually and modifications thereto biennially.

Section 5. Seniority of Officers and Stewards. The President, Vice President, Treasurer, Secretary and Chief Steward in that order, shall head the seniority list of the unit, during their term of office in the event of layoffs.

ARTICLE 12. JOB POSTING AND BIDDING PROCEDURE.

In the event of a vacancy or newly-created position, able and qualified employees shall be given first opportunity to apply for the position. Job vacancies will be posted within five (5) days of the vacancy for a period of seven (7) calendar days, setting forth requirements for the position in conspicuous places in the City. Employees interested shall apply within the seven (7) calendar day posting period.

The posting for jobs created by promotion or transfer is to be tied to the six (6) week trial period given to the individual being

promoted or transferred so that the City is not required to fill the vacated position before the promoted or transferred employee has an opportunity to post back into his previously held position. Other jobs will be filled five (5) days after the posting is completed.

A successful applicant for promotion or transfer, and the City, shall be granted a six (6) week trial period to determine his desire to remain on the job and his ability to perform the job. During the trial period, the right of return to the former classification shall be reserved with reasons given, in writing to the City. If the City determines the employee is unsatisfactory in the new position, the employee shall be returned to his former classification, with notice and reasons given to the employee in writing.

If the applicant chooses to be confirmed to that position, he shall remain in that position for a period of six (6) months before bidding for other job openings within the bargaining unit. Other City employees who take a position in the bargaining unit shall keep that position for a period of eighteen (18) months before bidding for other job openings within the bargaining unit.

ARTICLE 13. TRANSFERS.

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, the employee shall have accumulated seniority while working in the position to which the employee had transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 14. LAYOFF PROCEDURE.

Section 1. The word "layoff" means a reduction in the working force due to lack of work or funds, or material change in duties or organization. If it becomes necessary for a layoff, temporary, seasonal and probationary employees will be laid off in that order. Full-time employees will be laid off according to seniority, providing the remaining employees are qualified to perform the remaining jobs.

Section 2. Employees to be laid off for an indefinite period of time will be notified at least seven (7) days in advance.

Section 3. During a layoff there shall be no scheduled overtime on a continuous basis for the purpose of circumventing the recall of laid off employees except for snow plowing and snow hauling.

ARTICLE 15. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, providing they are able and qualified to perform the job available. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within ten (10) days from the date of receipt, he shall be considered a quit.

ARTICLE 16. WORK HOURS.

Section 1. (a) Hours of work for all first shift employees, except continuous operations employees, shall be 7:00 a.m. to 12:00 p.m. and 12:30 p.m. to 3:30 p.m.

(b) Hours of work for all Winter Maintenance Third Shift employees shall be 11:00 p.m. to 7:30 a.m. with a one-half hour unpaid lunch break to be scheduled with the employees on the shift.

(c) The Employer will provide employees with at least one week advance notice prior to commencement of the Winter Maintenance Third Shift for the year. The Winter Maintenance Third Shift will not commence prior to the first Monday preceding December 1 or continue after the first Friday following April 30. The Winter Maintenance Third Shift will commence with a Monday shift (starting at 11:00 p.m. Sunday) and end with a Friday shift (ending at 7:30 a.m. Friday).

Section 2. Other than for hours worked on the Winter Maintenance Third Shift, all hours worked prior to 7:00 a.m. for snow plowing operation may be taken as compensatory time off for all employees. When first shift employees are scheduled by the end of their shift for additional snow plowing during the third shift the normal reporting time will be 3:00 a.m.; when snow plowing is not scheduled until after the end of the shift the reporting time will depend on the needs of the operation. Whenever reasonably possible additional snow plowing will be scheduled before the end of the shift.

Section 3. The normal hours of work shall be eight (8) per day and forty (40) per week except for employees in continuous operations as discussed below.

Section 4. Work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards. Except for emergency situations, any alterations of work schedule shall be discussed with the Union prior to making the change.

Section 5. Employees engaged in continuous operations are defined as those employees engaged in an operation that is scheduled for more than one (1) eight-hour shift per day on a

regular basis, at the Water and Wastewater Treatment Plants; excepting weekends or holidays at the Wastewater Treatment Plant.

Section 6. The work week for these employees shall be scheduled by the Supervisor in accordance with existing Federal, State or Employer requirements. There shall be a shift premium of \$.15 for the second shift and \$.20 for the third shift (\$.35 for the Winter Maintenance Third Shift).

Section 7. For the purpose of calculating premium pay, the normal work day is the 24 hour period commencing at 11:00 p.m. and the normal work week is the 7 day period commencing at 11:00 p.m. on Saturday. For the purpose of computing holiday, Saturday or Sunday pay, the holiday, Saturday or Sunday begins at 11:00 p.m. on the evening prior to the holiday, Saturday or Sunday. The Employer will pay a maximum of twenty four (24) hours of premium pay for any Saturday, Sunday or holiday that is granted in the contract.

Section 8. Continuous operation employees, at the Water Plant and Wastewater Treatment Plant, shall receive premium pay based on time and one-half for all hours worked other than their scheduled eight hours a day, or forty hours a week. To receive double time pay the employee must have worked on Sunday or holidays other than his scheduled shift.

Section 9. (a) A fifteen (15) minute rest period shall be provided during the pre-lunch part of the shift; normally, this will be the period between 7:00 a.m. and 12 noon for the day shift and between 11:00 p.m. and 4:00 a.m. for the Winter Maintenance Third Shift.

(b) If an employee is called out prior to 5:00 a.m. for the day shift, or prior to 9:00 p.m. for the Winter Maintenance Third Shift, a one-half (1/2) hour meal period will be allowed at the employee's discretion unless otherwise directed by his supervisor.

(c) Employees required to work overtime continuously for two (2) hours after the end of the shift shall receive a short order lunch (up to \$6.00) at the Employer's expense.

(d) All employees shall be granted a lunch period during the work shift.

(e) Employees shall be granted a five (5) minute clean-up at lunch time and a fifteen (15) minute personal clean-up period prior to the end of each work shift, which shall include a five (5) minute punch-out time at the end of the shift, except for employees in continuous operations. Employees in continuous operations shall be accorded the same privilege provided their work can be arranged so that they may take advantage of this period.

See Appendix "D".

ARTICLE 17. OVERTIME.

Section 1. Time and one-half (150%) the basic hourly rate will be paid to all employees within the bargaining unit:

- a. For all hours of work performed in excess of eight (8) hours in any one (1) work day.
- b. For all hours of work performed in excess of forty (40) in one (1) work week.
- c. For all hours of work performed on Saturday.

Section 2. Double time (200%) of the basic or hourly rate will be paid to all employees within the bargaining unit for all hours of work performed on Sunday and holidays.

Section 3. Upon mutual agreement between Employer and employee, compensatory time off may be taken in lieu of cash payment of overtime. The overtime rate of pay shall be one and one-half hour's compensatory time off for each hour of overtime work. In the event the employee chooses compensatory time, it must be taken within a six (6) month period.

Section 4. Overtime compensation shall be paid at the end of the payroll period following the payroll period in which it was earned.

Section 5. Overtime and holiday premium hours shall be divided as equally as possible among employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted every three (3) months in a prominent place in each appropriate work area. Whenever overtime or premium time is required, the person with the least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime or premium time hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime or premium time hours of the employees working during that period. (See Appendix "E".)

Section 6. Emergency overtime work may be performed by any available qualified bargaining unit employee when the Employer is unable to properly schedule such overtime because of unforeseen circumstances.

ARTICLE 18. TEMPORARY ASSIGNMENTS

If the needs of the City require, the City Manager or a supervisor may assign an employee to a temporary assignment on any job within the City if he is qualified and physically able. Seniority shall govern on a temporary assignment. For such assignment, the employee shall be paid the rate of pay applicable to the job or his regular rate of pay, whichever is higher. Because of the nature of City employment, an employee shall assist others at whatever work they are doing if he is so assigned.

ARTICLE 19. REPORTING TIME.

Any employee who is scheduled for work and reports for work will be granted a minimum of two (2) hours of pay regardless whether the Employer has work for the employee or not. Whenever an employee is called out to work and reports for the same, said employee shall receive a minimum of two hours pay as per Article 17.

ARTICLE 20. WORK PERFORMED BY NON-UNION SUPERVISORS AND NON-BARGAINING UNIT MEMBERS.

Non-union supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned with the exception of the following:

1. Management may utilize paid or volunteer seasonal labor to assist with cleaning and maintenance of the cemetery and compost site from May 1 to November 1 of each year, as long as no full time Public Works employees are on involuntary layoff. Work must be scheduled for these temporary employees Monday through Friday, with the exception of the compost site, where work may be scheduled on Saturdays.
2. Management may utilize paid or volunteer labor to provide departmental assistance during the spring and fall clean up program. Authorization shall be for continuous periods not to exceed six weeks, as long as no full time Public Works employees are on involuntary layoff.
3. Management may utilize paid or volunteer labor to assist the City Hall custodian with work in and around the City Hall building and facilities only.
4. Management may utilize paid or volunteer labor to assist any department as a laborer while an employee may be off because of work related injury. When the full time employee returns

to work, the temporary employee will be released within five working days of full time employees notice of return to work.

5. Management may utilize paid or volunteer labor to maintain ball fields, parks, and related recreational facilities and activities during the appropriate seasons.
6. Management will maintain a minimum personnel compliment of 23 in DPW and related departments (exception - Water Plant) for this addendum to be in effect.
7. Student interns may be used in the Wastewater Treatment Facility within the scope of the approved job description as long as management maintains a minimum personnel compliment of three operators in the Wastewater Treatment Facility. Work study students may be utilized by the Department of Public Works in conjunction with the local high schools for periods not exceeding 20 hours per week.
8. The Director of Public Works will be allowed to do bargaining unit work consistent with the previous position held within the bargaining unit for the six month period identified in Article 13 of the contract.
9. The Director of Public Works may perform high voltage power line work in the Electric Department only.

ARTICLE 21. CONTRACTING AND SUB-CONTRACTING OF WORK.

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit, without first holding a special conference thirty (30) days prior to the proposed date of implementation. Upon a written request from the Union specifying the reason for the request, a special conference shall be held by the Negaunee City Council. The decision of the City Council shall not be subject to the Grievance Procedure.

It is understood and agreed that in cases of emergency the Union may waive the thirty (30) day notification requirement outlined herein. However, it is understood that the special conference will be held as soon as reasonably possible.

ARTICLE 22. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference as per Article 8.

ARTICLE 23. CONTINUING BENEFITS.

Any fringe benefits which were 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 24. COMPUTATION OF BENEFITS.

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

ARTICLE 25. 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 rate is proper, it shall be subject to negotiations.

ARTICLE 26. BULLETIN BOARDS.

The Employer will provide space on a bulletin board in each City Building where the Union employees report for work which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 27. LEAVES OF ABSENCE WITHOUT PAY.

Section 1. Leaves of absence without pay for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for the following only:

- a. Serving in any appointed position, public or union.
- b. Illness leave (physical or mental).
- c. Prolonged illness in immediate family.
- d. Education leave that is directly related to an existing bargaining unit classification.

Such leave may be extended for like cause.

Section 2. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, 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.

Section 3. Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend.

ARTICLE 28. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the officers of the Local Union and shall meet at the request of either party during regular daytime working hours, for the purpose of making written recommendations to the Employer. Requests for such meetings shall include the substance of the safety issues to be discussed and the date such issues were first submitted.

ARTICLE 29. PAYDAY.

The salaries and wages of employees shall be paid on a Friday, bi-weekly basis except under conditions over which the City has no control. In the event this day is a holiday, the preceding day shall be the payday.

ARTICLE 30. WORKERS COMPENSATION.

Employees will be paid on the following basis if a compensable accident occurs; compensation checks will be issued to the employee under the existing statute. The difference between the compensation checks received and the employee's regular rate of pay will be pro-rated against accrued sick leave credit. The difference between the employee's compensation and his full rate of pay will be paid by the City until his accrued sick leave is exhausted. Thereafter, the employee will receive such compensation as provided under the Worker's Compensation Act.

The Employer will pay for the employee's hospitalization/medical coverage when the employee is receiving Workers' Compensation Insurance for a period of 24 months. Upon application by the employee to the City Manager, this provision may be extended for a period of twelve months. In the event the request for extension is denied by the City Manager, and the employee disagrees with the decision, the dispute may be submitted to the grievance procedure.

Employees while on Workers' Compensation shall continue to accrue sick leave through the month following the month of injury.

Employees while on Workers' Compensation shall continue to accrue Vacation through the month following the month of injury.

ARTICLE 31. JURY DUTY.

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

ARTICLE 32. SICK LEAVE.

Section 1. Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay.

Section 2. Employees shall be eligible for sick leave after sixty working days employment with the employer, retroactive to the date of hire.

Section 3. Employees may use sick leave in the event a member of their immediate family is sick, not to exceed two (2) weeks, with a doctor's certificate. Immediate family is defined as parent, spouse, child and step-child.

Section 4. Accumulation. Employees shall earn one (1) day's sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten (10) or more work days. A certificate from a reputable doctor may be required as evidence of illness before compensation for the illness is allowed, and shall be mandatory if the illness extends to three (3) or more working days, unless waived by management.

Section 5. An employee may accumulate an unlimited amount of sick days and then take that amount for actual sick leave in a long term illness. Upon request, any employee may receive a statement showing the status of his sick leave accumulation.

Section 6. Upon retirement, death or separation in good standing after sixty working days of City service the City employee, or his estate, shall be entitled to a cash settlement equal to fifty (50) percent of his total accumulated sick leave. Cash settlement for accumulated sick leave shall not exceed \$6,000 (six thousand dollars). Effective 1/1/94 the cash settlement for accumulated sick leave shall be 60% of amount banked and shall not exceed six thousand dollars (\$6,000).

Section 7. If an employee does not use sick leave during a six month period, one day of vacation shall be credited to said employee's vacation credits. In the event an employee would be required to use sick leave because of a work related accident it would disqualify the employee for his extra days' vacation. Six (6) month periods shall be January 1 - June 30 and July 1 - December 31.

ARTICLE 33. FUNERAL LEAVE.

Section 1. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand-parents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave.

Section 2. Employees who wish to attend the funeral of a City employee shall indicate same in writing and shall be granted ample time off (including time off to clean up and change) with pay provided that they attend the funeral. Employees who wish to attend the funeral of a retired City employee must meet the above criteria and must have worked with the retiree.

ARTICLE 34. VACATION.

Section 1. Each full-time employee who has worked for the City for one (1) year or more shall be entitled to vacation with pay according to the following schedule:

- (a) After one (1) year through five (5) years, employees will be granted two (2) weeks vacation.
- (b) At the beginning of the sixth (6th) year of employment, the employee shall receive one (1) additional day of vacation per year's seniority up to twenty-five (25) days per year limitation.
- (c) At the beginning of the eleventh (11th) year of employment, the employee shall receive an additional one and one-half (1 1/2) days vacation per year of seniority with twenty-five (25) days maximum per year.
- (d) After the completion of twenty-one (21) years of employment, the employee shall receive one (1) additional day vacation per year's seniority up to thirty (30) days per year limitation.

Section 2. Vacations will so far as practicable be granted at times most desired by employees, but the final decision to allow or assign vacation periods and to change assignments will be reserved to the Department Head in order to insure the orderly operations of the City. Employees shall post for vacation on a seniority basis from January 1st to April 1st of each year. After April 1st, vacation shall be granted on a first come, first serve basis regardless of seniority.

Section 3. Vacation in any current calendar year (January 1 to December 31) shall be taken as earned during the previous year. If an employee is not permitted to take all of his earned vacation time before the expiration of the calendar year, he shall be entitled to take any such unused vacation time during the succeeding six months. In computing the compensation of an employee when on vacation, pay shall be based on the hourly earnings during the two (2) preceding full pay periods multiplied by the number of normal working hours during the vacation period. Application for vacation shall be upon approved for, duly endorsed, prior to the start of vacation except in cases of emergency.

Section 4. Any employee who is separated from the City shall be entitled to pay for any unused portion of his vacation allowance in the current year, to the date of his separation. If an employee was denied annual leave in the preceding fiscal year, through no fault of his own, he shall also be entitled to pay for any unused portion of his vacation allowance for such preceding year and of the current year to the date of his separation.

ARTICLE 35. HOLIDAYS.

Section 1. Eligible employees shall receive one (1) day's pay for each of the holidays listed below on which they perform no work:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Five Personal Leave Days	

In the event employees are required to work on the day after Thanksgiving or on New Years Eve, said employees will receive one additional personal leave day as compensation. Effective 1/1/90 employees will receive double time plus holiday pay for all hours worked on the Day After Thanksgiving and New Year's Eve.

If the scheduled holiday falls on Saturday, Friday not Saturday, shall be declared a holiday. If a scheduled holiday falls on Sunday, Monday not Sunday, shall be declared a holiday. Continuous operations employees will receive holiday pay for work performed on the actual holiday.

Five personal leave days shall be granted at the employee's request with a five (5) day notice to his immediate supervisor. The five personal leave days shall be prorated by quarters during the first and last years of employment.

Section 2. Employees shall be eligible for holiday pay under the following conditions:

The employee must report for work on his regularly scheduled shift on the day preceding and the day following a declared

holiday, unless he has failed so to work because of sickness, or because of serious sickness or death in the immediate family.

If an eligible employee is scheduled to work any such holiday but fails to report and perform his scheduled work, he shall become ineligible to be paid for the unworked holiday, unless he has failed to perform such work because of serious sickness or death in the immediate family (mother, father, including in-laws, children, brother, sister, husband, wife and grandparents). Failure to perform scheduled work on a holiday shall require a doctor's certificate before holiday pay is granted, unless waived by management.

A holiday is not to be considered as a vacation day. When a holiday is observed during an employee's vacation, he shall be entitled to one (1) additional day of vacation with pay.

An undeclared holiday will be construed as regular holiday insofar as all regulations on holidays are concerned.

Employees shall receive double time for all Sundays worked and double time plus Holiday pay for all Holidays worked, excluding the continuous operations employees. Continuous operations employees shall receive double time for Sundays worked which are not on a scheduled shift and "straight time" for Sundays worked which are on a scheduled shift. Double time plus Holiday pay shall be paid for all Holidays worked regardless of shift schedule. If a continuous operations employee calls in sick on a Holiday he receives only his Holiday pay.

ARTICLE 36. HEALTH AND WELFARE.

Section 1. The Employer will pay the full premium for hospitalization and surgical insurance for participation in the Blue Cross/Blue Shield preferred providers option (PPO) with VST, RM, RPS, FAE-RC and Hearing Riders and dental insurance as provided by Group Policy Number 0178-00-072582 for each employee and his eligible dependents. The Employer agrees to pay the full premium for the employee and his family for the Preferred Rx Prescription Drug Program (with \$2.00 deductible). The employer may at any time seek proposals for health and dental insurance from other insurance carriers and may change insurance carriers so long as the benefits remain substantially equivalent. It is further agreed that no change in insurance carriers will be made without a special conference between the parties. In the event a disagreement occurs over the benefit levels, the dispute will be submitted directly to step three of the grievance procedure.

Section 2. Upon the retirement of an employee the Employer agrees to pay the health insurance premium for the retired employee only (dependents not included) up to age 65 years. To be eligible for this benefit, an employee must be at least 55 years of age and have a minimum of 10 consecutive years of employment with the City of Negaunee. After age 65, the Employer agrees to pay the premium

for Medicare Supplement. For employees who retire after 12/31/89 the Employer agrees to pay 50% of the additional cost to add the Retiree's spouse to the hospitalization insurance benefits.

Section 3. The Employer shall pay all health insurance premiums for regular employees while the employee is on Workers' Compensation for a period of twenty-four (24) months. Upon application by the employee to the City Manager, this provision may be extended for a period of twelve (12) months. In the event the request for extension is denied by the City Manager and the employee or Union disagrees with the decision, the dispute may be submitted to the grievance procedure.

Section 4. A maximum of one (1) pair of prescription safety glasses will be provided for each employee during each year of this Agreement. The Employer shall pay up to two hundred dollars (\$200.00) per employee to cover the cost of optical needs of an employee or legal dependents for the term of the contract.

Section 5. The Employer agrees to pay the insurance premiums for six (6) months for laid off employees.

Section 6. The employees agree to enroll in a self-insured health and dental program providing the same or better benefit plan than is presently offered. The new plan will not be implemented without the approval of a majority of the bargaining unit employees.

ARTICLE 37. LIFE INSURANCE.

The employer agrees to pay the premium for full term life insurance (double indemnity) for each full time employee in the amount of twenty thousand dollars (\$20,000) while employed, and an amount equal to three thousand dollars (\$3,000) upon retirement.

ARTICLE 38. PENSION.

Section 1. Effective 12/31/97 the MERS pension now in effect (C2/B1 base) will be increased to the B3 benefit program for employees retiring after 12/31/97.

Section 2. (a) The employer will continue in effect the provisions of Public Act 135, with a waiver of Section 47-F, to provide for early retirement with no reduction in benefits, of the Municipal Employees Retirement System. The Employer agrees to assume the entire cost of the pension plan. Additionally, the City agrees to pay the cost of opening a grave site at the Negaunee Cemetery for any employee on the payroll at the time of death or for those employees who retire from City employment after 1/1/89.

(b) Upon retirement, the employee will receive from the City a \$100 cash payment in lieu of a \$100 savings bond and plaque.

ARTICLE 39. LONGEVITY SCHEDULE.

A separate longevity paycheck will be issued along with the first payday in December, based on years of service and will be determined using each employee's anniversary starting date of uninterrupted full time employment. Employees shall receive one hundred dollars (\$100) for four (4) years of service and fifteen dollars (\$15) additional for each year of service thereafter up to a maximum of three hundred sixty dollars (\$360).

Employees honorably separating from the service to the City prior to December of a given year will be paid a pro-rata share of the longevity due to them for that year.

ARTICLE 40. STRIKES AND LOCKOUTS.

No lockouts of the employees shall be instituted by the Employer during the term of this Agreement.

No strikes of any kind shall be sanctioned or caused by the Union during the term of this Agreement.

ARTICLE 41. SUCCESSOR CLAUSE.

This agreement shall be binding upon the employer's successors, assignees, purchasers, lessees or transferees, regardless of whether such succession, assignment, purchase or transfer be effected voluntarily, by legislation, or by law, and in the event the employer merges or consolidates with another employer or entity of any kind whatsoever, this agreement shall be binding upon the merged or consolidated employer or entity.

In the event a merger or consolidation is proposed by the City of Negaunee involving members of their bargaining unit, the Union hereby agrees to negotiate with the other Union involved in the merger or consolidation.

ARTICLE 42. INDEMNITY CLAUSE.

In the event the Employer terminates or attempts to terminate the employment of any employee at the request of the Union, or otherwise takes any action whatsoever, the Union shall indemnify and hold the Employer harmless against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including any and all court costs and attorneys fees, and against all liability, losses and damages of any nature whatsoever that the Employer at any time, during the life of this Agreement or thereafter, shall or may sustain by virtue of, or arising out of any termination of employment, action or inaction taken by Employer at the request of the Union.

ARTICLE 43. MISCELLANEOUS PROVISIONS.

(a) The Employer agrees not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

(b) The Union agrees it will not discriminate against employees on the job because of membership or non-membership in the Union, solicit membership, collect dues, hold meetings or carry on any Union activity during working hours in any manner except as specified in Article 7, Section B.

(c) Employees shall comply with all written work rules that are not in conflict with the terms of this Agreement.

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

(e) Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

(f) It is mutually agreed between the parties that in emergencies, retired City Employees, Local #1415, Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, may be hired by the City to fill such vacancies in all Departments of the bargaining unit which may exist during such emergency.

(g) Employees will have warehouse privileges for the purpose of car washing and cleaning during the periods from December 1, through April 1 of each year.

(h) In 1995, the City will purchase one pair of hip waders and one rain jacket for each D.P.W. Water/Sewer Laborer and Crew Leader. All other D.P.W. staff who regularly work out of doors will be provided one rain jacket. Several pairs of common size hip waders will be provided for use by non-water/sewer D.P.W. staff.

(i) The Employer will reimburse employee up to \$200 for steel-toed safety boots for employee over the life of the contract. The employee will receive a voucher for the boots and must return the old boots when new boots are purchased.

(j) The Employer will allow for payroll withholding for the purchase of cemetery lots. (Minimum \$5/grave/pay period continuous.) Grave sites chosen and deeds received when payments complete.

ARTICLE 44. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until December 31, 2000.

Section 1. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.

Section 2. 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.

Section 3. 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.

Section 4. 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.

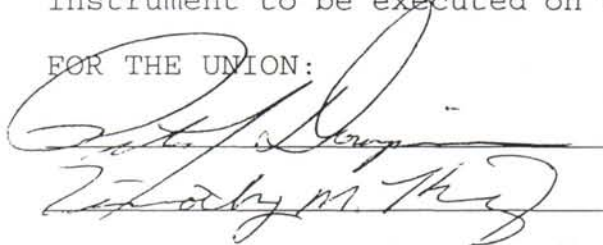
Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council 25, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to City Manager, City Hall, Negaunee, Michigan 49866; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 45. EFFECTIVE DATE.

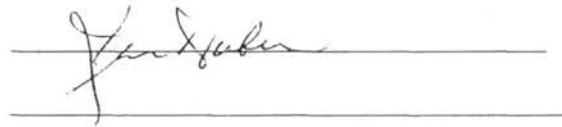
This agreement shall become effective as of 1/1/98.

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

FOR THE UNION:



FOR THE EMPLOYER:



APPENDIX A
WAGE SCHEDULE

<u>Classification</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Electrical Crew Chief	\$17.24	\$17.76	\$18.47
Public Works Foreman*	15.07	15.52	16.14
Line Technician I	15.66	16.13	16.77
Public Works Leadman	14.91	15.36	15.97
Wastewater Plant Chief Operator**	14.91	15.36	15.97
Mechanic Foreman	14.59	15.03	15.63
Water/Sewer Dist. Crew Leader**	14.55	14.99	15.59
Sexton	14.17	14.60	15.18
Time Keeper-Warehouse Clerk	14.09	14.51	15.09
Line Technician II	13.94	14.36	14.93
Shop Mechanic	13.91	14.33	14.90
Heavy Equipment Operator	13.91	14.33	14.90
Fire Equipment Operator	13.77	14.18	14.75
Equipment Operator	13.65	14.06	14.62
Wastewater Plant Operator	13.64	14.05	14.61
Water/Sewer Dept. Laborers	13.64	14.05	14.61
Custodian	13.62	14.03	14.59
Meter Reader/Repair Person - After 16 months employment	13.40	13.80	14.35
Skilled Laborer - After 16 months employment	13.40	13.80	14.35
Meter Reader/Repair Person - After 8 months employment	12.49	12.86	13.38
Laborer - After 8 mos. employment	12.49	12.86	13.38
Meter Reader/Repair Person-Start	11.97	12.33	12.82
Laborer - Start	11.97	12.33	12.82
CATV Foreman/Electrician	16.24	16.73	17.40

*Public Works Foreman classification will be inactive for the term of the agreement but may be activated by mutual agreement of the parties.

**Certificates for Wastewater Chief Operator, Water/Sewer Distribution Crew Leader, and Water Plant Chief Operator are rolled in the base rate.

<u>WATER</u>		<u>DISTRIBUTION</u>		<u>WASTEWATER</u>	
D-1	\$.10	S-1	\$.10	B	\$.45
D-2	\$.10	S-2	\$.10	C	\$.35
D-3	\$.10	S-3	\$.10	D	\$.25
D-4	\$.10	S-4	\$.10		

The water and distribution certificates shall be paid at the above schedule until the water plant is no longer manned, at which time the certificates for water and distribution shall only be paid for an employee working in those capacities. For the wastewater certificates, they shall be paid at the rate shown above and not compounded. Wastewater plant operators shall only be paid for Water and Distribution Certificates when working in these areas.

APPENDIX B
COST OF LIVING ALLOWANCE

(a) A cost of living allowance shall be determined using the Consumers' Price Index for Urban Wage Earners and Clerical Workers All Cities, New Series (All Items) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-1969 equal to 100) and referred to herein as the "Index".

(b) A cost of living wage increase shall be made on the basis of monthly increases in the "Index" to be paid quarterly, using as a starting point the January 1, 1980 base figure. Said monthly adjustments shall be made to the beginning of the month for which they have been calculated. (For example: January 1 to January 31 Index received in February would be calculated back to January 1; February 1 to February 28 Index received in March would be calculated back to February 1; March 1st to March 31 Index received in April would be calculated back to March 1.) Said calculations shall be paid quarterly based on the monthly calculations with the total of the monthly increases folded into the wage agreement for all classifications. (Example: January = three cents (\$.03) for all hours paid in January; February = four cents (\$.04) for all hours paid in February; March = three cents (\$.03) for all hours paid in March with a total of ten cents (\$.10) per hour being folded into all wages.) In April, July and October the City Manager and the Union Representative will "review" changes in the "Index" for the calendar quarter ending March, June, September, and December and each like period.

(c) Each Three-Tenths (.3) increase in the "Index" shall be worth one cent (\$.01) per hour to be applied to all classifications. Cost of Living payments and fold-in's shall be made on a quarterly basis following the "review" and determination of the monthly increases. All payments will be retroactive to the last such payment (based on the monthly calculations) and folded into the wage agreement. Such adjustments will not be duplicated.

Any fraction of a change in the index shall be carried over to the next month.

(d) Cost of Living Adjustments shall not exceed ten cents (\$.10) in any calendar quarter or thirty five cents (\$.35) in any calendar year (January 1 through December 31). In the event the Cost of Living Adjustments as calculated above exceed the ten cents (\$.10) quarterly cap, such excess shall be carried into the following quarter for calculation of that quarter.

(e) During the term of this agreement the Cost of Living Clause shall be frozen and inoperative. The above clause will remain part of the agreement and will be activated only by mutual agreement of the parties to this agreement.

APPENDIX C
COVERALLS

The Employer will reimburse mechanics a maximum of \$190 per year per employee for shop uniforms.

APPENDIX D
WINTER MAINTENANCE THIRD SHIFT

1. Each year the Employer will post for three regular positions, and one substitute position, for the Winter Maintenance Third Shift. One of the three regular positions will be a Crew Leader position. The positions may be filled by employees in the current Heavy Equipment Operator, Equipment Operator or Laborer/Skilled Laborer classifications provided that at least one of the individuals posting for the shift must be able to perform Heavy Equipment Operator duties. Employees posting for the shift must have a minimum of Equipment Operator qualifications, including CDL license and good driving record.

2. Laborers awarded positions on the Winter Maintenance Third Shift will receive a minimum of the Equipment Operator rate for all work performed on the Winter Maintenance Third Shift. Laborers and Equipment Operators performing Heavy Equipment Operator duties will be paid the Heavy Equipment Operator rate when performing such duties as provided by Article 18. The Crew Leader will be paid the Crew Leader premium. Notwithstanding the rate paid, each employee will remain in the classification held by them prior to posting for the Winter Maintenance Third Shift and will be returned to their normal day shift position at the end of the Winter Maintenance Third Shift.

3. The employee in the Winter Maintenance Third Shift substitute position (the "Regular Substitute Employee") will fill in for regular Winter Maintenance Third Shift employees on vacation, extended sick leave or other extended leave. For purposes of this paragraph extended leaves are those expected to continue, or continuing, for more than two work days. The Regular Substitute Employee will receive a minimum of the Equipment Operator rate when performing work on the Winter Maintenance Third Shift. The Regular Substitute Employee will be given as much advance notice as reasonably possible prior to assignment to the Winter Maintenance Third Shift, based upon the amount of notice provided by the regular Winter Maintenance Third Shift employee who is on vacation, extended sick leave or other extended absence.

4. Training for employees posting for the Winter Maintenance Third Shift will be provided as deemed necessary by the Employer. Should an employee without the requisite CDL license indicate their desire to obtain a work related CDL license, and have the ability to obtain the license within an adequate period of time, the Employer will pay the CDL testing and license fees.

5. If insufficient employees post for the three regular Winter Maintenance Third Shift positions, and/or the Regular Substitute Employee position, the Employer will assign qualified employees based on inverse seniority, the least senior qualified Laborer(s) (or Equipment Operator or Heavy Equipment Operator if less senior than the Laborer) being assigned to the Winter Maintenance Third Shift. Employees not holding a CDL license at the time of the posting will not be forced to obtain a CDL license.

6. (a) One of the three regular Winter Maintenance Third Shift positions will be a Crew Leader position. The Crew Leader responsibilities will include the regular position description for Heavy Equipment Operator or Equipment Operator, as applicable to the employee, plus the additional responsibilities described in the attached Exhibit A. The normal six week trial period provided in Article 12 notwithstanding, employees posting for the Crew Leader position must agree to remain in the Crew Leader position for the duration of the Winter Maintenance Third Shift for that year. The City may, however, return the employee, based on lack of ability to perform the job, during the normal six week trial period, or thereafter based on unsatisfactory performance. Should no one post for the Crew Leader position, the Employer may designate a Crew Leader.

(b) The Crew Leader will be paid an additional \$.40 per hour while performing Crew Leader responsibilities.

7. Overtime and holiday premium hours will be divided in accordance with the PUBLIC WORKS EQUIPMENT OPERATION CALL-OUT LETTER OF UNDERSTANDING attached as Appendix E.

EXHIBIT A

CREW LEADER RESPONSIBILITIES
WINTER MAINTENANCE THIRD SHIFT

In addition to operation of equipment and performance of winter maintenance and other duties of their primary classification, the following represents the added responsibilities of the Crew Leader on the Winter Maintenance Third Shift:

1. Consults with the supervisor and operators on job assignments regarding winter maintenance activities.
2. Maintains close communications with the supervisor to insure proper work performance and equipment operation.
3. Assigns and participates in the response to citizen complaints.
4. Makes work assignments and evaluates completion of work.
5. Makes judgements on safety and plowing precautions.
6. Confers with supervisor or other appropriate employees regarding time for work, unusual conditions pertaining to jobs to be completed, and methods to be used.
7. Reviews and coordinates reporting information on activities (on the midnight shift) as it relates to major and local street maintenance.
8. Uses independent judgement on the assignment of down time duties and the making of other assignments when regular assigned work duties are complete.
9. Reports equipment breakdowns to the mechanics.
10. Reports areas in need of additional winter maintenance to the supervisor (maintenance work not completed).

APPENDIX E

LETTER OF UNDERSTANDING PUBLIC WORKS EQUIPMENT OPERATION CALL-OUT

Re: Labor Agreement entered into as of the 8th day of May, 1995 between the City of Negaunee and Local 1415 affiliated with Council #25, AFSCME, AFL-CIO.

The parties hereby mutually agree as follows:

Article 17, Section 5 of the Agreement notwithstanding, overtime and holiday premium hours for equipment operation in the Public Works Department will be as follows:

1. Winter Maintenance Sanding: The Sanding List will include qualified individuals in the Skilled Laborer, Meter Reader/Repair Person (after 16 months), Equipment Operator, Heavy Equipment Operator and Leadman/Heavy Equipment Operator classifications. The Sanding List will show such employees in the order of seniority. For winter maintenance operation of sander(s) during overtime and holiday premium hours, employees will be called-out (usually by the Police Department) in the order of rotation, commencing with the top of the list. For subsequent calls the Sanding List will continue to be followed in rotational order, starting from the last person called during the prior call-out. Should it be determined that an employee was not called when they should have been, they will usually be called with the first call following such discovery but will otherwise remain in their normal rotational order. As provided below, employees who are called will have the number of hours worked by them (or, if they decline, fail to answer their telephone or otherwise do not perform the work, with the average number of hours worked by the employees working) reflected on the Accumulated Overtime List.

2. Heavy Equipment and Other Equipment Operation: Recognizing that accumulated overtime and holiday premium hours are not necessarily equalized at any particular time, but that the aim is to equalize such overtime among employees in the same classification to the extent feasible by the end of the calendar year, and recognizing that employees in both the Leadman/Heavy Equipment Operator and Heavy Equipment Operator classifications operate Heavy Equipment, so long as the affected employees can efficiently perform the work:

a. For overtime equalization in the Heavy Equipment Operator and Leadman/Heavy Equipment Operator classifications, where the skills of the individual filling the Leadman/Heavy Equipment Operator classification are needed, or where the duties of a Leadman are needed, the Leadman/Heavy Equipment Operator will normally be called first. Where the skills of a particular employee are needed to operate the motor grader, or to decide when or how to operate the sewer vac, that employee will normally be called first. If an individual is otherwise needed to operate Heavy Equipment (tandem plow, front-end loader, motor grader, sewer vac, etc.) the Accumulated Overtime List will be

utilized in determining the employee to be called out first, the intent being to equalize the accumulation of overtime available for Heavy Equipment Operators among employees in both the Leadman/Heavy Equipment Operator and Heavy Equipment Operator classifications to the extent feasible.

b. If an employee is needed to operate DPW equipment (other than Heavy Equipment) normally operated by Equipment Operators (pickup plow, Holder, etc., referred to in this Letter of Understanding as "Other Equipment") the Accumulated Overtime List will be utilized in determining the Equipment Operator to be called out first, the intent being to equalize the accumulation of overtime available for Equipment Operators among employees in the Equipment Operator classification to the extent feasible.

3. Employees in Other Classifications; Emergency Overtime:

a. As provided in Article 17, Section 5: "Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work."

b. As provided in Article 17, Section 6: "Emergency overtime work may be performed by any available qualified bargaining unit employee when the Employer is unable to properly schedule such overtime because of unforeseen circumstances."

4. Accumulated Overtime List: The Accumulated Overtime List will reflect overtime and holiday premium hours worked by the employee and, for employees declining the work, failing to answer their telephones, or otherwise not performing the work when called, the average number of hours worked by the employees performing such work. The Accumulated Overtime List will include Sanding hours, Heavy Equipment operation hours, Other Equipment operation hours, hours for Employees in Other Classifications and Emergency Overtime hours, when the employee is called, whether or not the employee actually worked. An up-to-date Overtime Equalization List will be posted at least every three months, but the list may be updated more frequently.

