

3854

12/31/2000

AGREEMENT

between

THE CITY OF ST. IGNACE

and

**THE CITY OF ST. IGNACE EMPLOYEES'
CHAPTER OF LOCAL #388
Michigan Council #25, AFSCME, AFL-CIO**

St. Ignace, City of

Effective: January 1, 1998

Expiration: December 31, 2000

Reopener: October 31, 2000

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Agreement	1
	Purpose and Intent.	1
1.	Recognition	1
2.	Language.	2
3.	Union Security.	2
4.	Aid to Other Unions	2
5.	Check-Off	3
6.	Union Representation.	3
7.	Special Conferences	4
8.	Management's Rights	4
9.	Responsibility.	5
10.	Grievance Procedure	6
11.	Discipline, Suspension and Discharge.	7
12.	Seniority	8
13.	Seniority Lists	8
14.	Loss of Seniority	9
15.	Shift Preference.	9
16.	Supplemental Agreements	9
17.	Layoff.	9
18.	Recall Procedure.	10
19.	Transfers	10
20.	Job Posting and Bidding	10
21.	Veterans.	12
22.	Educational Leave of Absence for Veterans	12
23.	Leaves of Absence	12
24.	Leave for Union Business.	13
25.	Rates for New Jobs.	14
26.	Temporary Assignments	14
27.	Union Bulletin Boards	14
28.	Jury Duty	14
29.	Safety and Health	14
30.	Hospitalization and Medical Coverage.	16
31.	Life Insurance Coverage and Liability Coverage.	17
32.	Equalization of Overtime Hours.	17
33.	Workers' Compensation (On-the-Job-Injury)	17
34.	Hours, Overtime and Premium Rate.	18
35.	Holiday Provisions.	19
36.	Vacation.	19
37.	Vacation Period	21
38.	Pay Advance	21
39.	Sick Leave.	22
40.	Funeral Leave	23
41.	Personal Leave Day.	23
42.	Longevity	23
43.	Retirement.	24
44.	Unemployment Compensation	24
45.	Work Performed by Supervisors	24
46.	Paychecks	24
47.	Contracting and Subcontracting of Work.	24
48.	Miscellaneous Provisions	
	State or Federally Funded Programs	24
	Uniforms	25

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
49.	Successor Clause.	25
50.	Cost of Living.	25
51.	Appendices.	26
52.	Termination and Modification.	26
Appendix A.	Classifications and Rates.	28
Appendix B.	Letter of Agreement.	30
	Re: Water Treatment Plant and Wastewater Treatment Plant	
Appendix C.	Dues Deduction Form.	31
Appendix D.	Harassment Policy.	32
Appendix E.	Drug Free Workplace Policy	33
Appendix F.	Superintendent of Utilities, Letter of Agreement.	38

AGREEMENT

This Agreement entered into on this 1st day of January, 1998 and effective on January 1, 1998, between the City of St. Ignace, Michigan (hereinafter referred to as the "EMPLOYER") and Local #388, affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council #25 (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 and the employees, and to these ends the Employer and the Union, as employee representatives, encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION.

A. 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 and part-time employees of the Employer included in the bargaining unit described below:

1. Department of Public Works, including Water Department, and Sewage Disposal System Personnel, except supervisory personnel.
2. Clerical employees, Building Maintenance Personnel, and Library Personnel, except supervisory personnel.

The City Clerk will inform the Chapter Chairperson in writing of all new hires in categories as defined above within two weeks of hire.

B. Temporary employees, as defined below, are excluded from coverage under this contract; provided, that temporary employees shall not be used to displace any full-time or part-time employees, as defined below.

C. For the purpose of this Agreement, a "full-time employee" shall be one who works at least eight (8) hours per day for at least one hundred six (106) days per year; a "part-time employee" shall be one who works less than eight (8) hours per day for at least one hundred six (106) days per year; and a "temporary employee" shall be one who works 105 days or less within a calendar year (January 1 through December 31). For temporary employees, a working day shall be counted even if the temporary

employee does not work the day, except for temporary library employees, in which case a working day shall be counted only if worked by that library employee.

ARTICLE 2. LANGUAGE.

A. Unless otherwise defined in this Agreement, all words shall connote their common meaning.

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

C. Wherever, in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense (i.e. to include humankind, both female and male sexes).

ARTICLE 3. UNION SECURITY.

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 sixty (60) days following the beginning of their employment in the unit, sixty (60) 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 sixtieth (60th) day following the beginning of their employment in the unit.

D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues or service fee uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

ARTICLE 4. 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 5. CHECK-OFF.

A. The Employer agrees to deduct from an employee's pay, his Union dues or service fee as above defined, subject to the following sections.

B. Check-off will be made by the Employer only for each employee who executes written authorization for the deduction of Union dues owed.

C. The Employer shall check-off only those dues or service fees which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover it after ordinary payroll deductions, and further, the Employer will not be responsible for refund to the employee if he had duplicated a check-off deduction by direct payment to the Union.

D. Remittance of Dues to Financial Officer:

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further, advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

E. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

F. Any dispute arising as to the amount of money due to the Union, for which the same cannot first be settled by conference between the Union Treasurer and the City Clerk, the matter will then be submitted to the appropriate step in the Grievance Procedure.

ARTICLE 6. UNION REPRESENTATION.

A. There shall be a steward for each of the following categories of employees:

1. Department of Public Works
2. Department of Water and Sewage
3. Clerical/Building Maintenance

B. A steward or Chapter Chair, during his regular working hours, without loss of pay, will be granted permission by his supervisor or department head to investigate and present grievances within his department, provided he has prior permission from his supervisor or department head: provided permission shall not be unreasonably denied.

C. The Chapter Chairperson shall be allowed, during working hours, to present grievances to the Employer in accordance with the Grievance Procedure, provided he has prior permission from his department head.

D. In any event, the Employer shall allow a reasonable period of time for investigation by stewards and presentation of grievances by the Steward or Chapter Chairperson within the time limits imposed by the Grievance Procedure.

ARTICLE 7. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer, or its designated representatives, upon the request of either party. Such meetings shall be attended by at least two (2) representatives of the Union. 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 conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference in a room designated by the Employer.

ARTICLE 8. MANAGEMENT'S RIGHTS.

It is recognized that the management of the City, the control of its properties and operations, and the maintaining of order and efficiency are solely the responsibility of the City, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement. The rights and responsibilities belonging to the City include, but are not limited to, the right to manage its business and direct the working force, including the right to decide the number and place of work locations, the machine and tool equipment, the services to

be rendered, the place of services, the method of rendering services, the schedule of work, the designing the engineering of work, and the control of raw and processed materials; the right to determine job content of any work that shall be performed by employees; the right to maintain, including the right to hire, layoff, assign, transfer, promote, to discipline or discharge for proper cause, to make reasonable rules for employees, determine the qualifications of employees and determine the starting and quitting time and number of hours to be worked.

The above rights are not all inclusive and the City shall retain all rights, powers and authority it had prior to entering into this Agreement, subject only to the limitations of this Agreement.

ARTICLE 9. RESPONSIBILITY.

A. The Employer agrees that for the duration of this Agreement there shall be no lockouts.

B. The Union, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sitdowns, slowdowns, stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer. Any violations of this section of the Agreement may subject the Union, its officers, agents and members to legal remedies and/or discharge of participating employees; the Employer will also be subject to legal remedies (lockout of employees).

C. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential services.

D. The Council #25 Field Representative may have discussions with an employee during regular business hours upon the approval in advance by the appropriate department head.

E. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and the bargaining unit. This is recognized as a mutual obligation of the parties.

F. To this end, the Union agrees to work with the City in striving to implement means of improving current practices to the best level known and to making the most of the talents and abilities of the Union personnel.

G. Employees covered by this contract receive adequate remuneration for work performed in providing various services to the public. It is mutually understood by the parties hereto, that the work is expected to be performed in a quality, workmanship type manner.

ARTICLE 10. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. 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 to it, in writing, by the Union. The Employer agrees that all disciplinary action will be reduced to a written form and presented to the appropriate bargaining unit employee within ten (10) working days of its occurrence or within ten (10) working days of the Employer's knowledge of its occurrence.

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 discuss the grievance with his/her immediate supervisor with or without the steward present.
- B. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the steward to the immediate supervisor.
- C. The immediate supervisor shall answer the grievance within ten (10) working days.

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

STEP 3. If the Grievance remains unsettled, it shall be submitted by the Chapter Chairperson, in writing, to the City Manager who will forward it to the City Council or authorized group within seven (7) working days after the response of Step 2 is due. The Council Chairperson or Council Spokesperson shall sign and date the Chapter Chairperson's copy. The City Council or authorized group shall meet, within twenty (20) working days, with representatives of the Union, for the purpose of attempting to resolve the grievance. The Council #25 Staff Representative may be present at said meeting. The City Council or authorized group shall respond in writing within five (5) working days after said meeting.

STEP 4. A. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

- B. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) working days of the response in Step 3, 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 judgement based on the express terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- E. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be cancelled. 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.
- F. Any grievance not answered by the Employer within the time limits shall be deemed settled on the basis of the Union's last 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.
- H. Time limits at any step of the Grievance Procedure may be extended by mutual agreement of both the Employer and the Union. Such extension agreements shall be reduced to writing and signed by the parties.
- I. For the purpose of this article, a working day shall be deemed to mean Monday through Friday, excluding holidays, and the day on which action is taken shall not be a part of the time limit provided at any step.

ARTICLE 11. DISCIPLINE, SUSPENSION AND DISCHARGE.

A. No employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.

B. 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 notice shall contain the specific reasons for the discharge, suspension or written reprimand.

C. Discharge or suspension of an employee except probationary employees will automatically be referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. If the discharge or suspension is not resolved in special conference and the Union wishes to process the matter further, it shall be submitted at Step 2 of the Grievance Procedure.

D. In imposing any discipline or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than five (5) years previous.

ARTICLE 12. SENIORITY.

A. Newly hired employees shall be considered as probationary employees for the first six (6) months of their employment; provided, that the probationary period may be extended for an additional ninety (90) calendar days upon mutual agreement between the Employer and the Union. When an employee completes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from six months prior to the day he completes the probationary period, or in the situation where the probation period has been extended, then seniority shall rank back to the most recent date of regular full-time or regular part-time hire.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on a bargaining unit-wide basis, in accordance with the employee's last date of hire. There shall be no seniority among probationary employees.

ARTICLE 13. SENIORITY LISTS.

A. The Employer will provide a current seniority list to the Chapter Chairperson semiannually by January 15 and July 15.

B. The seniority list will, for all employees covered by this Agreement, indicate the employee's name, date of hire, job classification and department.

C. The seniority list shall not be affected by the age, race, creed, sex or marital status of the employee, or dependents of an employee.

ARTICLE 14. LOSS OF SENIORITY.

An employee shall lose 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 five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by certified mail 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 may be referred to 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 shall be made.

E. Return from sick leaves and leaves of absence will be treated the same as "C" above.

ARTICLE 15. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the classification.

ARTICLE 16. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements which either party submits shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 17. LAYOFF.

A. The word "layoff" means a temporary or permanent reduction in the work force due to a decrease of work or lack of funds. For purposes of this article, seniority shall be determined on a bargaining unit-wide basis.

B. In the event of a layoff, the following procedure will be followed: probationary employees will be laid off first, in the department affected. The Employer shall notify the Chapter

Chairperson as soon as practical, but in no case less than seven (7) calendar days prior to the effective date of the layoff, of the number of employees scheduled for layoff, their names, seniority date, job titles and work locations. Employees to be laid off will receive at least seven (7) calendar days notice of layoff. The notifications provisions of this paragraph shall not apply to specially funded positions if their funding should be terminated, with the understanding that the Employer will notify employees of specially funded positions of the termination of funding as soon as possible.

C. Disposition of layoff cases may, at the option of either party, be a proper matter for a special conference, and if not resolved, it shall then be subject to Step 3 of the Grievance Procedure.

D. When an employee is laid off or his position is eliminated within his department, such employee shall have seven (7) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority, providing he meets the minimum qualifications of the job and can perform the work satisfactorily. An employee so "bumped" may follow the same procedure.

E. There shall be no regularly scheduled overtime as a result of a layoff.

ARTICLE 18. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 17, Section B. Notice of recall shall be sent to the employee at his last known address, by registered or certified mail. It is the employee's responsibility to provide to the employer any change of address. If an employee fails to report for work within fifteen (15) days from date of mailing of notice of recall, he shall be considered to have quit; and if he intends to report for work within fifteen (15) days, he must so advise the Employer in writing within five (5) days after receiving such notice.

ARTICLE 19. TRANSFERS.

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

ARTICLE 20. JOB POSTING AND BIDDING.

A. All vacancies to be filled shall be posted for a period

of twelve (12) calendar days, setting forth the minimum requirements for the position, in a conspicuous place on bulletin boards in each building. All posted vacancies subject to this Agreement shall be filled within thirty (30) calendar days if an existing bargaining unit employee is requesting the position. If the vacancy remains open after six months, the position will be reposted in accordance with the procedures above. For the purpose of this Article, the term vacancy shall include existing positions, newly created bargaining unit positions or promotions.

B. When the vacancy is posted, the posting will note the classification, duties, pay grade, starting date, time and minimum qualifications. Posted positions shall be awarded to the employee ranking highest on the seniority list who bids and possesses the minimum qualifications.

C. An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.

D. An employee who is promoted to another classification or transferred will be given a reasonable trial period, but not to exceed six (6) weeks to demonstrate in actual performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he shall be returned to the position from which he was promoted and given a written notice of reason. A copy of this notice will be sent to the employee's steward.

E. If the employee requests, within a six (6) week period following a promotion or transfer, he shall be returned to his original position, from which he was promoted or transferred, but in any event he shall be returned as soon as reasonably possible, but no later than a one (1) month period following his request.

F. In the event that an employee is returned to the position from which he was promoted or transferred, the Employer shall consider the other bidders prior to posting.

G. An employee shall not be eligible to successfully bid for transfer or promotion more than twice in one (1) year.

H. An employee who has bid for a promotion or transfer in accordance with the provisions of this Article and who has more seniority than the employee selected for promotion will be notified in writing of the reason(s) for the selection decision, and will be provided the name and seniority date of the employee promoted. A copy of this notification will be sent to the Chapter Chairperson.

I. During the trial period, employees will receive the rate of pay of the job they are performing.

J. Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 21. VETERANS.

A. Reinstatement of Seniority Employees: Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible and totally unreasonable to do so, in which event, he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

B. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus six (6) months.

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

ARTICLE 22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

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

ARTICLE 23. LEAVES OF ABSENCE.

A. Leaves of absence requested in writing, for periods not to exceed nine (9) months shall be granted for:

1. Medical leave (physical or mental) as certified by a duly licensed physician.
2. Maternity leave with full paid health benefits.

B. Leaves of absence requested in writing, for periods not to exceed nine (9) months may be granted for:

1. Serving in any elected or appointed position, public or Union.
2. Educational leave, provided such education directly benefits the Employer and is directly related to the employee's current position.

3. Prolonged illness in immediate family (spouse/minor child).
- C. An employee shall accrue seniority while on any leave of absence granted by the provisions of this Agreement. Should an employee granted a leave of absence under the provisions of this Agreement return from said leave of absence within nine (9) months or less, he shall be returned to his original position. Should an employee granted a leave of absence under the provisions of this Agreement remain on leave of absence in excess of nine (9) months, by mutual agreement of both parties, he shall be returned to a regular job opening to which his seniority entitles him upon termination of his leave.
- D. Members of the Union who are elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions provided it shall not exceed five (5) man days per year.
- E. Employees on medical leave (physical and/or mental) as certified by a duly licensed physician, will continue to receive health benefits up to a period of one (1) year subsequent to the granting of such leave, however, the employee will have the option to request an extension of said leave and benefits to the City Council. Employees receiving disability benefits will not be eligible to receive health benefits. Other leaves of absence as specified above shall be without pay or health benefits except as previously mentioned in this Article.

ARTICLE 24. LEAVE FOR UNION BUSINESS.

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed six (6) months or a term of office, whichever may be shorter, and upon their return, shall be re-employed at work with accumulated seniority.

To the extent that attendance for Union business does not substantially and adversely interfere with the Employer's operation, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union executive board meetings, local, state or area-wide Union committee meetings, state or international AFSCME or AFL-CIO conventions. Employees shall be permitted to use vacation time for such Union business up to a maximum of ten (10) days per year. Requests for such leave shall be made to the immediate supervisor at least forty-eight (48) hours prior to the leave. Employees may reinstate such expended vacation time by cash payment to the City at the rate the employee was earning when the vacation time was

used. The employee shall exercise the option of reinstating the vacation time not more than sixty (60) days after the use of the vacation time.

ARTICLE 25. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, the Employer will notify the Union in writing of the classification and hourly rate prior to it becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to negotiations and if agreement is not reached, the Employer may institute such proposed classification and rate, but the disagreement may be submitted directly to Step 3 of the Grievance Procedure.

ARTICLE 26. TEMPORARY ASSIGNMENTS.

Assignments within a department for the purpose of filling temporary vacancies may be made by the department head. In the case of a temporary promotion, a department head may assign an employee only with the mutual consent of the employee. Such will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. For the purpose of this Article, a temporary assignment shall be considered no longer than thirty (30) days, however, in the event that the Employer has a need to have an employee in a temporary position longer than thirty (30) days, a starting and ending date shall be mutually agreed upon by the Employer and the Union.

ARTICLE 27. UNION BULLETIN BOARDS.

The Employer will provide a bulletin board in the Municipal Building, City Garage and Water Plant, which may be used by the Union for posting notices of the Union meetings, Union recreation and social affairs, and Union elections and appointments or other Union business.

ARTICLE 28. JURY DUTY.

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

ARTICLE 29. SAFETY AND HEALTH.

A. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.

B. A safety committee of employees and the Employer is hereby established. This committee shall consist of the Stewards and Chapter Chairperson and shall meet quarterly with the Employer

during regular daytime working hours for the purpose of making recommendations to the Employer. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety regulation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the Grievance Procedure.

C. Safety Committee members shall be appointed by the Union in the Public Works Department, Water/Wastewater Plant, and Clerical/Custodial. In the event that any mechanical equipment shall be determined unsafe, either for reasons of public safety or personal safety of the operator, he may in writing notify the supervisor indicating the type of equipment, equipment number, date and time of day, stating that such equipment should not be operated until the unsafe condition is corrected. If the supervisor or designee rejects the member of the Safety Committee's recommendation, the Safety Committee member may appeal within five (5) days to the City Safety Director or designee who shall make a decision on the matter within five (5) days and furnish the Safety Committee member with said decision in writing. Any injuries involving a City employee will be brought to the attention of the Safety Committee at their next meeting for awareness and/or safety recommendations.

In the event that any equipment is suspected to be unsafe by any employee in that it may cause injury to the employee or anyone else if operated or used under ordinary circumstances, the employee may notify the Supervisor indicating the type of equipment and the reason(s) for the suspicions of being unsafe. If the Supervisor or his designee rejects the opinion of the employee, the employee may appeal this decision to the Safety Committee within one (1) day of the date of the notification. The Safety Committee shall make a decision on the matter within five (5) days. The Safety Committee's decision shall be binding on all parties. An employee shall not be subject to disciplinary action by reason of the employee's failure or refusal to operate or handle any such suspected piece of equipment until a decision is made by the Safety Committee.

Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department. The City will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request a leave of absence.

The City's Safety Officer and the Union Safety Chairperson shall conduct joint investigations of any accident involving the death of an employee or serious injury causing a disability or permanent disability. The City's Safety Officer shall prepare a written report of the accident investigation findings. Such a report shall be amended to incorporate any supplemental or exceptional report of the Union Safety Chairperson or any employee or Management employee involved. Such investigation shall be completed as soon as possible. A copy of the final accident

investigation report shall be filed with the Safety Committee for review and advisory recommendation of the City Manager.

ARTICLE 30. HOSPITALIZATION AND MEDICAL COVERAGE.

A. As of April 1, 1993, or when the coverage can be obtained, the Employer agrees to pay the full premium cost for the Blue Cross PPO plan or equivalent plan as mutually accepted by the Employer and the employees. In addition, the Employer agrees to pay the full premium cost for the Blue Cross/Blue Shield Master Medical Option 1 plan or equivalent plan as mutually accepted by the Employer and the employees, and Rider for Pap Smears (RPS) and Mammograms (RM), and BC/BS family continuation for dependent children ages 19-25. The Employer further agrees to pay the Preferred Rx Prescription Drug Program with a \$5.00 copayment.

B. The City agrees to maintain the Blue Cross/Blue Shield or equivalent plan, as mutually accepted by the Employer and the employees, hospital plan for employees who are permanently disabled in a job-related accident in his employment with the Employer for a period of two (2) years or until the employee is eligible for government medical assistance program, whichever comes first. The Employer reserves the right to reopen Article 30 for purposes of correcting contract language.

C. As of April 1, 1993, or when the coverage can be obtained, the Employer agrees to pay the full premium cost for the Michigan Employees Benefit Services (MEBS) Dental Plan (60/50/50/800) or equivalent plan as mutually accepted by the Employer and the employees.

D. As of January 1, 1992, the Employer agrees to continue health benefits to City retired employees exclusive of any dependents with the same plan as listed above in Article 30, Section A.

E. In the event an employee covered under this Article elects not to utilize the Employer-provided Group Health Plan because of duplicate coverage, the employee must show verification of duplicate coverage. The employee must then sign a written agreement to remain out of the program until such time as the contract for the program is reopened or unless extenuating circumstances cause the employee to not have duplicate health coverage. If these conditions are met, the employee shall receive an additional fifty dollars (\$50) per pay period during the time of the Agreement, to be paid in one lump sum on a separate check December 31 of each year (prorated for employees retiring, dying, or picking up the insurance again during the year.) No more than six (6) employees chosen by seniority may exercise this option during the qualification period as determined by the Employer.

F. As of January 1, 1997, the employer agrees to pay full premium cost of the Long-Term Disability Plan II, Michigan Municipal League, with benefits beginning 91st day of disability.

ARTICLE 31. LIFE INSURANCE COVERAGE AND LIABILITY COVERAGE.

A. The Employer agrees to pay the full premium for a term life insurance plan for each employee, face value of \$20,000 while employed. Employees have the option to purchase additional coverage at their own expense.

ARTICLE 32. EQUALIZATION OF OVERTIME HOURS.

A. Overtime hours shall be divided as equally as possible among all employees in the same job classification within their department.

B. Whenever overtime is required, the person with the least number of overtime hours within their classification will be called first, and so on down the list in an attempt to equalize the overtime hours.

C. For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of employees working during that call-out period.

D. Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

E. New employees hired after the effective date of this Agreement shall not be placed on the equalization of overtime list until they have completed their probationary period as set forth under Article 12, Seniority.

F. Said employees shall be at such time placed on the list at the average overtime hours of all of the employees on said list within the same job classification within the department.

G. It is further understood that in order for an employee to be considered and entitled to overtime work, he must have the ability to perform the work.

H. All overtime equalization lists are to be posted in each department in a place that is accessible to the employees of that department.

ARTICLE 33. WORKER'S COMPENSATION (On-the-Job-Injury).

Each employee will be covered by the applicable Workers' Compensation Laws. An employee may use sick leave time accumulated to make up the difference between the amount allotted under the law and that which he would be entitled to if working.

ARTICLE 34. HOURS, OVERTIME AND PREMIUM RATE.

A. Work Day - Work Week.

1. A normal work day shall consist of eight (8) consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time. A regular work week shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days, or as established by practice or by agreement as to regular working hours and days. The parties agree to meet in special conference if any change is to be made in the regular working hours or regular work week for the purpose of negotiating said change.

B. Schedules.

1. Employees' work weeks shall be as set forth on the department work schedule. Employees shall be notified in writing at least fourteen (14) days in advance of any change in the work schedule.

C. Overtime.

1. Department of Public Works: For all hours worked outside the regular shift or for all hours worked over forty (40) hours in one (1) week.

2. Water/Sewage Plant: For all hours worked outside the regular shift or for all hours worked over forty (40) hours in one (1) week.

3. Building Maintenance and Clerical Employees: For all hours worked over eight (8) in one (1) day or for all hours worked over forty (40) in one (1) week.

4. For the purpose of computing overtime pay, each sick leave day and each holiday shall be computed as eight (8) hours worked; except that where an employee's regular work day consists of less than eight (8) hours, each holiday and each sick leave day shall be computed as being equal to the number of hours in that employee's regular work day.

5. The need for overtime call-out shall be at the sole discretion of the department head, foreman, or supervisor or designee according to the posted chain of command in each department.

D. Call-Out.

1. An employee called out and physically reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

E. Paid Breaks.

1. One fifteen (15) minute coffee break shall be allowed in the morning and one in the afternoon of each shift to be scheduled by the foreman; provided, that if required for efficiency or public safety, the foreman or supervisor from time to time may cancel a coffee break and shall shorten that day's shift by thirty (30) minutes. This applies to all Union employees.

ARTICLE 35. HOLIDAY PROVISIONS.

A. The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Christmas Eve and New Year's Eve. In addition, each employee shall have his own birthday off as a paid holiday. Should a holiday fall on a regular scheduled day off, the nearest regular scheduled work day shall be considered the holiday. Example: Should a holiday fall on Sunday, Monday shall be considered as the holiday. Clarification: Christmas Eve and Christmas and New Year's Eve and New Year's Day will be observed on Monday, December 25, 1995, Tuesday, December 26, 1995, and Monday, January 1, 1996, and Tuesday, January 2, 1996.

B. Time and one-half (1 1/2) shall be paid in addition to the regular straight time holiday pay for all hours worked on holidays as defined in this Agreement, with the exception of an employee's birthday, which will be taken off at another time as approved by the department supervisor.

C. Each employee shall be paid eight (8) hours of pay at his regular straight-time rate for each holiday, as provided for above, except that an employee whose regular work day consists of less than eight (8) hours shall be paid for the number of hours in his regular work day at his regular straight-time rate.

ARTICLE 36. VACATION.

A. Vacation time shall be earned according to the following schedule:

<u>Years of Service</u>	<u>Vacation Earning Rate</u>
Less than 2 years	1/2 day per month of service
2 years, but less than 5 years	1 day per month of service
5 years, but less than 10 years	1 and 1/2 days per month of service
10 years, but less than 15 years	1 and 2/3 days per month of service

15 years or more

2 and 1/2 days per month of service

B. Each vacation day shall be equivalent to eight (8) hours of work; except that where an employee's work day consists of less than eight (8) hours, his vacation days shall each be equivalent to the number of hours in his regular work day.

C. Vacation time shall be credited to each employee at the end of each pay period during the calendar year. An employee may accumulate vacation time according to the following schedule:

<u>Years of Service</u>	<u>Maximum Accumulation</u>
Less than 2 years	72 hours (9 days)
2 years, but less than 8 years	144 hours (18 days)
8 years, but less than 15 years	216 hours (27 days)
15 years, but less than 20 years	240 hours (30 days)
20 years or more	400 hours (50 days)

D. Vacation accumulation which would exceed this limit shall be cancelled and lost to the employee at the end of the pay period in which the maximum accumulation was exceeded, except in proper cases. Should an employee exceed the maximum accumulation due to circumstances beyond his/her control because of work related requirements, the employee shall have sixty (60) days from the time of obtaining the maximum accumulation to utilize said vacation.

E. A probationary employee shall not be eligible to use or be paid for vacation earned during his probationary period unless and until such probationary period is completed.

F. On the first payday in October of each year, any employee may elect in writing to the City Clerk to convert vacation days earned into a cash payment according to the following formula: For each vacation day so converted, payment equal to eight (8) hours of straight-time pay will be made. The maximum number of vacation days which may be converted in one (1) year is established by seniority as follows:

<u>Years of Service</u>	<u>Maximum Number of Vacation Days Which May Be Converted Per Year</u>
3 years, but less than 10 years	2 days

10 years, but less than 15 years	3 days
15 years, but less than 20 years	4 days
20 years or more	5 days

The payment thus computed will be made on the second payday in October.

ARTICLE 37. VACATION PERIOD.

A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.

B. Vacation will be taken in a period of consecutive days. Vacation may be split, providing reasonable notice is given by employee, and such scheduling does not drastically interfere with the operation. Use of vacation time shall be limited to 4-hour increments. Vacation time can be taken in less than 4-hour increments when prior approval is obtained from employee's supervisor.

C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

D. A vacation may not be waived by an employee and extra pay received for working during that period.

E. 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 in the current year of straight time.

F. Conflicting requests of vacations are to be resolved on the basis of seniority. In approving vacations, the department heads shall consider the employee's request and the operational needs of the department.

ARTICLE 38. PAY ADVANCE.

A. If a regular payday falls during an employee's scheduled vacation, or in an instance of an approved extended medical leave, he may receive that check on request before going on vacation or taking the extended medical leave provided the Employer is notified seven (7) calendar days in advance. Exceptions may be made in emergency situations at the discretion of the Employer.

B. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee

who receives credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

C. 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.

D. In the event of the employee's death, all accumulated vacation time shall be paid to the employee's beneficiary.

ARTICLE 39. SICK LEAVE.

A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per calendar year, with one hundred five (105) days maximum accumulation. All unused sick leave days will be paid upon severance of employment with the Employer, and upon death of an employee, sick leave will be paid at a prevailing rate to the employee's beneficiary; provided that if an employee is discharged under the terms of this Agreement, no payment for unused sick leave will be paid. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically subject to one hundred five (105) days maximum accumulation.

B. An employee desiring to be absent from work for good cause shall notify his department head, and the reason therefore, before the end of the previous day, if possible, and in any event, not less than one (1) hour before the beginning of his next work day, except in cases of an emergency beyond his control and in such cases, as soon as possible. Absence may be excused by the department head, but the department head may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in cases of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown. "Good cause" will be interpreted to mean a sick family member or dependent and/or a doctor/dentist appointment for such person.

C. Regular part-time employees shall accumulate medical leave on a prorated basis in direct proportion of hours worked.

D. At the employee's option, he/she may donate up to three (3) sick leave days per year to a sick leave bank. Such sick leave is to be used by employees who donate for long term illness when individual sick leave accumulation has been exhausted. Sick leave days donated to the sick leave bank shall be deducted from the employee's regular sick leave accumulation.

E. On the first payday in October of each year, any employee who has accumulated more than forty (40) sick leave days may elect in writing, to the City Clerk, to convert sick days in excess of forty (40) into a cash payment according to the following formula:

for each sick day so converted, payment equal to five (5) hours of straight-time pay will be made, up to a maximum of sixty (60) hours of equivalent pay. The payment thus computed will be made on the second payday in October.

ARTICLE 40. FUNERAL LEAVE.

An employee shall be allowed five (5) working days as funeral leave days with pay for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Wife, Husband, Son or Daughter. An employee shall be allowed three (3) working days as funeral leave days with pay for a death in the family. Family is defined as follows: Brother, Sister, Stepmother, Stepfather, Stepson, Stepdaughter, Mother-in-Law, Father-in-Law, Grandparents, Spouse's Grandparents, Stepsister, Stepbrother, or a person of the employee's household for which an employee is financially and physically responsible. Also, an employee who is selected to be a pallbearer for a deceased City employee will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. An employee shall be allowed one (1) working day as a funeral leave day with pay for the death of a Brother-in-Law or Sister-in-Law.

ARTICLE 41. PERSONAL LEAVE DAY.

Each employee shall receive personal leave days per the following schedule:

1 through 4 years of service.	1 day per year
5 through 15 years of service.	2 days per year
Over 15 years of service	3 days per year

The above leave is non-accumulative. Employees applying for personal leave will give one (1) day advance notice to their department head whenever possible.

ARTICLE 42. LONGEVITY.

All employees shall receive longevity, payable on the first pay period in January, for the gross wages earned in the previous calendar year.

5 years but less than 10 years	1% of gross wages
10 years but less than 15 years	2% of gross wages
15 years but less than 20 years	3% of gross wages
20 or more years.	4% of gross wages

In the event an employee should retire before December, he may request in writing to have his longevity prorated.

ARTICLE 43. RETIREMENT.

The Pension Program for employees covered by this Agreement shall be the Municipal Employees' Retirement System Plan B-4 effective January 1, 1998. The entire cost of this program shall be paid by the Employer.

Effective December 31, 1994, the Employer agrees to pay the full cost of the M.E.R.S. Program F-55/25 E-2 Rider which allows employees with 25 years of credited service to retire at age 55 without a reduction in retirement benefits.

ARTICLE 44. UNEMPLOYMENT COMPENSATION.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 45. WORK PERFORMED BY SUPERVISORS.

No work (which is normally performed by members of the bargaining unit) shall be performed by supervisors (which are not a member of the bargaining unit) that will result in the loss of regular time or overtime pay to members of the bargaining unit, except in the case of an emergency.

ARTICLE 46. PAYCHECKS.

Paychecks shall be prepared and available on a biweekly basis as per past practice to employees by 11:00 a.m. on payday.

ARTICLE 47. CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit and which would result in a layoff of any members of the bargaining unit.

ARTICLE 48. MISCELLANEOUS PROVISIONS.

STATE OR FEDERALLY FUNDED PROGRAMS:

Employees may be hired with the use of State or Federal funds other than the City of St. Ignace, excluding CETA, for a limited period of time. The employment of these employees shall not exceed forty (40) hours per work week. Said employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority. Said employees shall not be utilized to eliminate current bargaining unit positions or to

circumvent the provisions of Article 20 of the Agreement.

UNIFORMS:

In 1995, employer agrees to provide 3 changes of uniforms (shirts and pants) for each eligible employee of the Department of Public Works, Building Maintenance, Water and Sewage Department. Thereafter, the employer agrees to replace uniforms as they become worn and unusable. All uniforms needing replacement shall be submitted to the City Clerk for approval of replacement. The employer will provide up to \$70 for MIOSHA approved boots as needed. Boot replacement will be subject to the same conditions as uniform replacement. The employer will provide outer apparel for each employee requiring such, as approved by the employer. In addition, employees who are recipients of uniforms will receive fifty dollars (\$50) per year for laundering purposes.

It is hereby mutually agreed so long as the Employer is furnishing the above mentioned uniforms, the Employer shall have the right to select the uniform to be worn by the employees. However, the employees shall be afforded the opportunity to request seasonal adjustments or adjustments in the number of shirts to pants, etc.

ARTICLE 49. SUCCESSOR CLAUSE.

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

ARTICLE 50. COST OF LIVING.

Cost of Living adjustment shall be made using the September 30, 1980, Consumers' Price Index (CPI) release (251.9) of the United States Department of Labor, Bureau of Labor Statistics, CPI for Urban Wage Earners and Clerical Workers (as revised), (all items/all cities report) based on 1967 = 100. 251.9 will be the starting COLA for determining future adjustments.

A. Cost of living adjustments shall be made on the basis of changes in the index, quarterly on the first pay period following the release of the CPI for the months ending March, June, September and December, during the life of this Agreement. If the CPI is not available by the first pay period after these months, a retroactive adjustment will be made for hours worked between the end of each quarter and the date the CPI is available.

B. For each quarterly change of 2.4 in the CPI, an adjustment of 1/2 cent per hour shall be made for subsequent

payroll periods.

C. In no event will the decline of Labor Statistics Consumers' Price Index go below that of October, 1977. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.

D. The City Manager's office will provide to the Union Unit Chairperson and the City's Auditor, a copy of the calculation made to determine the quarterly cost of living allowance. The City's auditors will provide written verification of the accuracy of the calculation to the Unit Chairperson.

E. The Cost of Living Adjustments shall be frozen as of January 1, 1983.

ARTICLE 51. APPENDICES.

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

- Appendix A. Classifications and Rates.
- Appendix B. Letter of Agreement.
- Appendix C. Dues Deduction Form.
- Appendix D. Harassment Policy.
- Appendix E. Drug Free Workplace Policy.
- Appendix F. Superintendent of Utilities, Letter of Agreement.

ARTICLE 52. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2000.

A. If either party desires to terminate this Agreement on January 1, 2001, it shall, sixty (60) days prior to the termination date, give notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a party of this Agreement without modifying or changing any of the other

terms of this Agreement.

C. Negotiation. The parties hereto agree to meet for a first negotiating session within twenty (20) days of the date of the notice in Section B.

D. Appendix E - Parties agree to re-open Appendix E within six months of contract ratification.

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

LOCAL #388, COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO:

By: *Dave Price*
Dave Price
Staff Representative

By: *Jill Gustafson*
Jill Gustafson
Chapter Chairperson

CITY OF ST. IGNACE,
MACKINAC COUNTY,
A MUNICIPAL CORPORATION:

By: *Gary L. Heckman*
Gary L. Heckman
City Manager

By: _____
Bruce J. Dodson
Mayor

By: *Renee D. Vonderwerth*
Renee Vonderwerth
City Clerk

By: *Prentiss M. Brown, Jr.*
Prentiss M. Brown, Jr.
City Attorney

**APPENDIX A
CLASSIFICATIONS AND RATES**

	1/1/1998	1/1/1999	1/1/2000
DPW Foreman	12.35	12.65	12.95
DPW Assistant Foreman/Heavy Equip. Operator . .	11.48	11.78	12.08
Mechanic/Heavy Equipment Operator	11.38	11.68	11.98
Heavy Equipment Operator.	11.18	11.48	11.78
Light Equipment Operator.	10.57	10.87	11.17
Laborer: Entrance.	9.52	9.82	10.42
6 Months.	9.82	10.12	10.42
Clerical: Entrance.	9.82	10.12	10.42
6 Months.	10.32	10.62	10.92
Clerical/Library Clerk: Entrance	9.82	10.12	10.42
6 Months	10.32	10.62	10.92
Building Maintenance: Entrance	10.41	11.21	11.51
6 Months	10.65	11.45	11.75
Water & Sewage Treatment Foreman.	12.61	12.91	13.21
Plant Operator Unlicensed: Entrance.	9.97	10.27	10.57
6 Months.	10.28	10.58	10.88
Chief Water Plant Operator.	11.78	12.38	12.68
Water Distribution Maintenance & Meter Reader			
Unlicensed	10.33	10.63	10.93
6 Months	10.56	10.86	11.16

1. Temporary employees hourly wage shall not exceed entry level employees hourly wage.
2. Employer will pay for CDL licenses as required by the City.
3. DNR and Health Department Licenses:

Base rates of pay will be increased at the following rates:

F-4 - .35	Sewage
F-3 - .45	D - .30
F-2 - .50	C - .60
**S-4 - .30	
**S-3 - .30	
**S-2 - .30	

Any license revoked by the Department of Natural Resources or Michigan Public Health Department will result in a decrease of pay according to the above schedule.

- * The base rate of pay, plus license rate now being paid, for all existing Water/Sewer Department Employees will be according to their respective hourly rates as of 12/31/1994 plus negotiated hourly increases.
- ** Department of Public Works employees will be eligible to obtain these licenses and receive indicated remuneration for such, while performing work related to this license, i.e. all water system and water line maintenance work.