

6/30/2001

4442

AGREEMENT

BETWEEN

THE CITY OF CASPIAN

AND

**THE CITY OF CASPIAN EMPLOYEES'
CHAPTER OF LOCAL #1424
AFFILIATED WITH MICHIGAN
COUNCIL #25, AFSCME, AFL-CIO**

Caspian, City of

**Effective Date: July 1, 1998
Expiration Date: June 30, 2001
Reopener Date: May 1, 2001**

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AGREEMENT

This agreement entered into on this 1st day of July, 1998, between the City of Caspian (hereinafter referred to as the "Employer") and the City of Caspian Employees' Chapter of Local #1424, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

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

PURPOSE AND INTENT

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

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

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

ARTICLE 1. RECOGNITION (Employees Covered).

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

All Department of Public Works and Police employees employed by the City of Caspian, including part-time employees who work a minimum of twenty (20) hours or more per week, excluding all supervisory and confidential employees as determined by the Michigan Employment Relations Commission.

ARTICLE 2. TEMPORARY AND GOVERNMENTAL EMPLOYEES.

(a) The Employer may hire temporary employees and they shall not be covered by the terms of this Agreement, provided, however, that their employment shall be limited to one hundred eighty (180) days of work in a one (1) year period unless extended by mutual agreement between the parties; and further, that they shall not be used to perform work that is being normally and regularly performed by members of the bargaining unit except on a supplemental basis.

(b) The Employer may use students and others whose wages are paid in whole or part by an agency of the State or Federal Government. These employees will not be covered by the terms of this Agreement unless the enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work regularly performed by the bargaining unit in such a way as to replace, displace or reduce bargaining unit work.

ARTICLE 3. AID TO OTHER UNIONS.

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

ARTICLE 4. UNION SECURITY (Agency Shop).

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

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

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by

this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 5. DUES CHECK-OFF.

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

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and bylaws 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.

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

(d) Authorization Form.

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.
 An amount equivalent to monthly dues, which is established as a service fee.
The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local _____
Date started union position _____

Chapter:

By: _____
(PLEASE PRINT)

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

SIGNATURE

EMPLOYER'S COPY

DATE

ARTICLE 6. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d above), 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 the expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 4 of this Agreement.

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

ARTICLE 7. REMITTANCE OF DUES AND FEES.

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

(b) Remittance of Dues to Financial Officer. 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.

(c) 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.

ARTICLE 8. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairman. The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have the exclusive right to assign said Stewards and shall assign at least one (1) Steward to each of the following locations or departments.

One Steward for the Public Works and Policemen; and

One Steward shall be an alternate.

1. Throughout the terms of this Agreement, the Union shall give written notification to the City Manager of the names of all stewards, alternate Stewards, and Union Chairman.

2. The Steward or the Union Chairman shall be allowed the necessary time off with the prior approval of the City Manager, during

working hours, without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

2. All bargaining by the parties shall commence during the regular work day (first shift).

3. Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations.

ARTICLE 9. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the City Manager upon the request of either party. Such meetings shall be between at least two representatives of the Union and the City Manager with one representative of the City Commission. 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 am. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. The conferences shall be open to the public.

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

ARTICLE 10. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as the means for a peaceful settlement of any disputes and/or claims that may arise between them as to the application and/or interpretation of this Agreement or any other condition of employment.

In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer in writing within thirty (30)

calendar days of the Employer's written notification to any of the following persons:

1. The Chapter Chairman;
2. The Steward;
3. The employee involved;

or if no written notification is given, the grievance shall be presented to the Employer within thirty (30) calendar days of the employee's first knowledge of its occurrence or of the posting of a notice on the employees' bulletin board, the employee waives its right to the grievance procedure.

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 shall discuss the grievance with the Steward.

(b) The Steward shall discuss the grievance with the City Manager.

(c) If the matter is thereby not disposed of it shall be submitted in written form by the Steward to the City Manager. A grievance shall contain the following:

1. The date of notification of the matter in dispute.
2. A complete description of the matter in dispute.
3. A request for relief including, if any, a description of all damages sought.
4. The dated signature of the Steward and the employee involved.
5. The dated signature of the Employer acknowledging receipt of a copy of the grievance.

(d) The City Manager shall respond to the Steward within seven (7) working days of the receipt of the grievance.

Step 2.

(a) If the dispute remains unsettled, the written grievance shall be presented by the Chapter Chairman to the City Commission, addressed

to the Mayor, within five (5) working days after the response of Step 2 is due.

(b) The Mayor shall sign and date the Chapter Chairman's copy.

(c) The Mayor shall respond in writing to the Chapter Chairman within five (5) working days.

Step 3.

(a) If the response to Step 2 is not satisfactory, the Chapter Chairman will refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within twenty (20) calendar days from the date of the Employer's answer in Step 2, confirm in writing the mutually agreed upon date for a meeting to attempt to resolve the grievance with at least two (2) representatives of the Union at a meeting of the City Commission. The City Commission shall respond to the grievance at the meeting.

Step 4.

(a) If the dispute remains unsettled, and Council #25 wishes to carry the matter further, it shall, within forty-five (45) calendar days of the meeting in Step 3, file a demand for arbitration.

(b) The demand will be filed with the American Arbitration Association and the proceedings conducted in accordance with the rules and regulations of the American Arbitration Association, or the parties may agree on an independent arbitrator and may select any rules and regulations they desire.

(c) There shall be no appeal from any arbitrator's decision, except as allowed by law. Each decision shall be binding on the Union, its members, the employees and the Employer.

(d) The arbitrator's decision shall be based on the terms of this Agreement.

(e) The expense for the arbitrator shall be paid equally by the parties.

Time Limits:

(a) When one or more grievances involve a similar issue, those grievances may be withdrawn, with the prior written approval of the parties, without prejudice pending the disposition of the appeal of the representative case. In such event, with the specific written approval of the parties, a withdrawal without prejudice may or may not affect the time limits and the financial liability of the parties.

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

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

(d) The Employer only agrees to arbitrate those disputes, grievances, or claims which have been preserved by the complete and timely processing of the matter through each and every specific step of the grievance procedure.

ARTICLE 11. COMPUTATION OF BACK WAGES.

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

ARTICLE 12. DISCHARGE AND SUSPENSION.

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

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

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

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

ARTICLE 13. SENIORITY (Probationary Employees).

(a) New employees hired in the unit shall be considered probationary employees for the first forty-five (45) working days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day forty-five (45) working days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall not represent probationary employees.

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

(d) The Chapter Chairman may arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 14. SENIORITY LISTS.

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

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

(c) The Employer will keep the seniority list and provide the Chapter Chairman with an up-to-date copy of the list each year or when requested by the Chapter Chairman.

ARTICLE 15. LOSS OF SENIORITY.

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

(a) He quits.

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

(c) He is absent for work without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated.

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

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

(f) Laborers not recalled within thirty (30) days after layoff.

(g) Equipment operators and mechanics not recalled within six (6) months after layoff.

ARTICLE 16. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the work force due to a decrease of work or a decision of the City Commission to reduce services.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least two (2) pay periods prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If dispute remains as to seniority involved in the layoff, the matter shall be referred to the second (2nd) step of the grievance procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, provided they are qualified to currently perform the work, i.e., the least senior employee on the seniority list being laid off first.

(d) During a layoff, there shall be no scheduled overtime, except for emergency work.

ARTICLE 17. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first, provided they are qualified to currently perform the work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 18. TRANSFERS.

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

ARTICLE 19. JOB POSTINGS AND BIDDING PROCEDURES.

(a) All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position on the employee's bulletin board. Employees interested shall apply in writing within the seven (7) working days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

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

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The

Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

(c) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the four (4) week trial period, employees will receive the rate of the job they are performing.

ARTICLE 20. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

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

(b) Employees who are in some branch of the Armed forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two week per year is the normal limit, except in the case of an emergency.

(c) The employment rights of veterans will be in accordance with all applicable laws.

ARTICLE 21. LEAVES OF ABSENCE.

(a) Leaves of absence for period not to exceed six (6) months will be granted, in writing, without loss of seniority, for:

1. Maternity leave.
2. Illness leave, when recommended by a State licensed physician.

3. Prolonged illness in the immediate family (spouse and children), when recommended by a State licensed physician.

4. Educational leave (providing a replacement is available). Such leave may be extended for like cause.

(b) Employees shall not 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.

(c) Employees hired to replace an employee on leave may be terminated without cause when the employee on leave returns to the work force.

(d) Members of the Union selected to attend a function of the Union pertaining to City government may, with the prior approval of the City Manager, be allowed time off without loss of time or pay to attend.

ARTICLE 22. 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 23. WORKER'S COMPENSATION.

Each full time employee will be covered by the applicable Worker's Compensation Laws.

ARTICLE 24. WORKING HOURS.

(a) Shift assignments shall be determined by the City Manager providing they are reasonable. Should this method be impractical, the work hours shall be subject to immediate negotiations.

1. Employees shall be allowed one (1) hour off for lunch.

2. Employees may take a 20-minute coffee break (from the time they leave the job and return) in the a.m., or during the first half of their shift.

3. Overtime shall be paid for all hours worked in excess of 40 hours per week for employees in the Public Works Department. The above shall not apply to Police Department employees.

4. Employees on standby time shall be paid \$1.00 per day for all days they are assigned standby status.

5. An employee called out for work will receive a minimum of two (2) hours credit.

6. If an employee is called out to work for two (2) hours, he will receive one and one-half (1-1/2) hours of credit for each hour he works over the initial two (2) hours. Employees called out to work for the purpose of snow removal shall receive three (3) hours.

7. Police Officers shall receive shift differential of ten cents (\$.10) per hour for afternoon shift and fifteen cents (\$.15) per hour for midnight shift.

ARTICLE 25. SICK LEAVE.

All employees covered by this Agreement shall accumulate twelve (12) sick leave days per year not to exceed one hundred (100) days maximum accumulation. Unused sick leave days will be paid upon death of an employee, at the prevailing rate, to the employee's beneficiary up to a maximum of fifty (50) days. In the event an employee works for the City for ten (10) years consecutively, the City will award him one-half of accumulated sick leave upon retiring, not to exceed a maximum of one hundred (100) days. Sick leave days are to be used only when the employee is unable to work because of illness. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

ARTICLE 26. FUNERAL LEAVE.

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, son, daughter, brother, sister, step-father, step-mother, step-children, mother-in-law, father-in-law; and one (1) day off for the following: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's

household. Any employee selected to be a pallbearer shall receive one day off with pay as funeral leave, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day with pay, in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 27. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as follows: Christmas Eve Day, Christmas, New Year's, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Veterans Day, two (2) personal leave days and the employee's birthday. Employees will be paid their current rate for said holidays. Employees required to work on holidays shall be compensated at one and one-half (1-1/2) times the regular rate, in addition to their holiday pay.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 28. VACATION ELIGIBILITY.

A full time employee will earn credits toward vacation with pay in accordance with the following schedule (based on 2,080 hours):

<u>Years of Service</u>	<u>Vacation Earned</u>
One (1) year - Four (4) years	Two (2) weeks
Five (5) years - Ten (10) years	Three weeks
Eleven Years or more	One additional day per year to a maximum of twenty (20) days

Part-time employees, twenty (20) hours or more, will earn credits toward vacation pro-rated, based on 2,080 hours.

ARTICLE 29. VACATION PERIOD.

(a) Vacations will be granted at such time during the year as requested by the employee, subject to the prior approval of the City Manager. If there is more than one request, vacation shall be granted in

favor of the most senior employee, subject to the scheduled work as determined by the City Manager. The Employer will attempt to honor special requests of the employees.

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

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

(d) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, he will be subject to sick leave or prolonged illness leave. All days of the scheduled vacation used as sick leave or prolonged illness leave may be credited as unused vacation days period. In the event the employee's illness continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE 30. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, or quits his employment, provided the employee has give fourteen (14) days written notice to the City Manager of the retirement or intention to quit, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted form his vacation the following year.

ARTICLE 31. HOSPITALIZATION AND MEDICAL COVERAGE.

(a) The Employer agrees to pay the full premium for the Community Blue PPO, Option 1 with \$5.00 prescription drug rider, Vision Plan A80 and Dental Plan 2 (RC-25-50-1000) for the employee and his family. This coverage shall be applied to all full time employees and part-time employees (as defined in the Recognition Article).

(b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's absence as the result of an injury, illness or maternity.

(c) The employee may continue his hospitalization coverage upon retirement in accordance with the insurance carrier's regulations, if such a program is available through the City's insurance carrier, the premium to be paid by the retiree.

(d) In the event of a layoff, the Employer shall continue the insurance to the end of the month or to the next billing period.

ARTICLE 32. LIFE INSURANCE COVERAGE.

(a) The Employer agrees to pay the full premium of the life insurance plan for each full time employee and part-time employee (as defined in the Recognition Article), while employed.

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

ARTICLE 33. COMPUTATION OF BENEFITS.

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

ARTICLE 34. UNEMPLOYMENT INSURANCE.

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

ARTICLE 35. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to the Chapter Chairman a copy of this Agreement for each member of the Union.

ARTICLE 36. PENSIONS.

The pension plan shall be the MMERS, Plan B-3.

CETA employees shall be excluded from the above provision and all other benefits provided herein.

ARTICLE 37. SAFETY.

Should an unsafe practice exist, the Employer will meet with the Union upon request. When there are call-outs to work by the Employer after regular hours, two employees shall be called for safety reasons, provided they are available.

ARTICLE 38. COVERALLS AND GLOVES.

Three (3) pair of coveralls will be placed in the shop for employee use. Each employee will be issued one (1) pair of gloves and reissued only upon return of the worn out gloves.

ARTICLE 39. MANAGEMENT RIGHTS.

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, except as modified by the terms of this Agreement, 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 executed by Employers except such as are specifically relinquished herein, are reserved to remain vested in the City, including but not limited to the following:

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

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

(c) To subcontract or purchase any or all work relating to the construction of new facilities or the improvement of existing facilities;

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

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

(f) To hire, assign or layoff employees, to reduce the work week or workday or effect reductions in hours by combining layoffs and reductions in workweek or workday;

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

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

ARTICLE 40. APPENDICES.

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

Appendix A -	Classifications and Rates
Appendix B-	Job Descriptions
Appendix C-	Longevity
Appendix D-	CDL

ARTICLE 41. TERMINATION AND MODIFICATIONS.

This Agreement shall continue in full force and effect until June 30, 2001.

(a) If either party desires to amend and/or terminate this Agreement, it shall give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice.

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

(d) 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.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to: Michigan Council #25, AFSCME, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, to: City Manager, PO Box 273, Caspian, MI 49915; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 42. EFFECTIVE DATE.

This Agreement shall be effective July 1, 1998.

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

FOR THE UNION:

Gary R. Kernholm
Jim Waligunsky
Sharon D. Harvold Council #25

FOR THE EMPLOYER:

Stephen J. Lindstrom
Joe C. Smith
Rosalee King

SH:rliuoe547aficio
21398

APPENDIX A
CLASSIFICATION AND RATES

	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/00</u>
Mechanic	11.90	12.26	12.62
Equipment Operator	11.79	12.14	12.51
Laborer	10.71	11.03	11.36
Police Officer	11.79	12.14	12.51

Employees carrying a water certification shall be paid \$.50 per hour over the above base rate.

APPENDIX B
JOB DESCRIPTIONS

MECHANIC:

Perform duties of equipment operators and laborers. In addition, is responsible for and shall perform necessary repair and maintenance of city equipment. Special skills: have the required skill and training to qualify as a licensed mechanic.

EQUIPMENT OPERATOR:

Perform duties of laborers. In addition, provide skills and engage in vehicle and heavy equipment operations; including the maintenance and upkeep of said equipment. Characteristic duties and responsibilities: operates heavy equipment such as the following: front end loaders, bulldozers (wheeled and tracked), snow plows, graders, and garbage trucks. Lead employees of a lower classification in assigned projects or tasks, including CETA or governmental employees as well as casual laborers.

LABORERS:

Perform manual labor in and about the City, such as: grass cutting, raking, shoveling, maintenance of streets, alleys and water department labor, as well. May be required to operate small motor driven equipment--lawn mowers, snow throwers, small gas driven

pumps. Occasionally may be required to drive light equipment, e.g., pick-up truck, dump trucks and garbage trucks.

Employees of a lower classification in assigned projects or tasks may be assigned tasks of a higher classification.

POLICEMEN:

Responsible for the safety and general welfare of the residents. Enforce ordinances and State Law uniformly. Special skills: Police schooling required according to State Law. Carry out the duties of a Police Officer with a minimum of supervision; required to make decisions using own judgment. Operates patrol car in conjunction with duties assigned.

APPENDIX C
LONGEVITY

Each employee covered by this Agreement shall receive fifty dollars (\$50.00) per year of service to a maximum of five hundred dollars (\$500.00). This payment shall be made on December 1st of each year.

APPENDIX D
CDL

The Employer shall pay the full cost for CDL for all employees required to hold such a license for the performance of their job.

**THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT
UNTIL THE CONSOLIDATION OF CASPIAN, STAMBAUGH AND
GASTRA IS COMPLETE AND A NEW CONTRACT IS PUT INTO EFFECT.**