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6/30/2001

AGREEMENT BETWEEN

THE CITY OF IRON RIVER

AND

**THE CITY OF IRON RIVER EMPLOYEES'
CHAPTER OF LOCAL #1424**

**AFFILIATED WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

July 1, 2000

To

June 30, 2001

Iron River, City of

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AGREEMENT

This Agreement made and entered into this 1st day of July, 2000, by and between the City of Iron River, a Municipal Corporation, duly organized under and by virtue of the laws of the State of Michigan (hereinafter referred to as the "EMPLOYER") and Local #1424, Michigan Council #25, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

WHEREAS, the Union has certified by the Labor Mediation Board of the state of Michigan as the exclusive representative for collective bargaining for the employees of the City of Iron River as defined in article 2, Section 1, below; and

WHEREAS, the parties have mutually agreed on the terms of a contract for such purposes;

NOW THEREFORE IT IS HEREBY AGREED, by and between the Employer and the Union as follows:

ARTICLE 1. INTENT AND PURPOSE.

1.1 In order to provide adequate and competent services to the inhabitants of the City of Iron River and to assure its employees fair and equitable treatment while performing such services it is the intent and purpose of the parties to set forth herein the basic provision regarding the rates of pay, wages, hours of employment, and other conditions of employment to be observed between the parties hereto.

ARTICLE 2. RECOGNITION.

2.1 The term "employee" as used in this contract shall mean all of the employees of the City of Iron River, Michigan, excluding supervisors, office clerical, as set forth in the State of Michigan Labor Mediation Board's certification dated March 25, 1966.

2.2 Pursuant to such certification and laws of the State of Michigan, the Employer recognized the Union as the exclusive collective bargaining representative of all of the employees of the City of Iron River as defined in Paragraph 2.1 above.

ARTICLE 3. RESPONSIBILITY.

3.1 It is the intent of the parties to bind the Union and all local and international officers and representatives of the Union, all employees as defined in Article 2.1 hereof, the City, its officers and representatives, to observe and adhere to the terms of this contract.

3.2 The Union emphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and agrees that the Union, its agents and members will not take, authorize or condone any action which interferes with the attainment of such objective.

3.3 The City will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees that neither it nor any of its officers or members will engage in any Union activity on City time, or engage other employees in any Union activity while such employees are on City time, and will not carry on any Union activity either on City time or on property of the City in any manner which shall interfere or tend to interfere with the City's operation. The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

ARTICLE 4. UNION SECURITY (Agency Shop).

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

4.2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing ninety (90) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

4.3 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become

members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the ninetieth (90th) straight day or three (3) months following the beginning of their employment in the unit. This ninety (90) days or three (3) months will be considered a probationary period for newly hired employees by the Employer.

ARTICLE 5. DUES CHECK OFF.

5.1 The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard forms used by the employer herein (see paragraph d), provided 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 expiration of this contract. The termination must be given both to the Employer and to the Union.

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

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

5.4 See attached AUTHORIZATION FORM.

ARTICLE 6. REPRESENTATION FEE CHECK OFF.

6.1 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, provided that said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

6.2 The amount of such representation fee will be determined as set forth in Article 5.2 of this contract.

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

6.4 See attached AUTHORIZATION FORM.

ARTICLE 7. REMITTANCE OF DUES AND FEES.

7.1 When deductions begin. Check off deductions under all properly executed authorizations for check-off 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.

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

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

7.4 The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of Articles 4, 5, or 6, or in reliance on any list, notice or assignment furnished under any of the provisions of these articles.

ARTICLE 8. POSTING OF UNION POSITIONS.

8.1 Qualifications for Promotions, Layoffs and Recalls, or newly created positions: In promotions, except to positions excluded under the definition of "employee" in Article II, Section 2.1, and for the purpose of layoffs in connection with the decreasing of the working force and the recalling to work of men so laid off, the following factors shall be considered, and if factors (a), and (b) and (c) are relatively equal, the length of continuous service shall govern:

- (a) Ability to perform the work;

- (b) Qualifications; and
- (c) Seniority.

ARTICLE 9. HOURS OF WORK AND OVERTIME.

9.1 Work Day and Work Week. The normal hours of work shall be eight (8) per day and forty (40) per week. The daily hours of work shall be consecutive except for fixed lunch period of one-half (1/2) hour or more if agreed by the parties.

9.2 Start of Work Day and Work Week. For the purpose of computing overtime under this Article and not as a limitation upon the scheduling of employees each week, the work week shall be a period of seven (7) consecutive days commencing as of 7:00 a.m. on Monday or the shift changing time nearest to 7:00 a.m., and the work day shall be a period of twenty-four (24) hours commencing with the shift changing time nearest to 7:00 a.m. on each day.

9.3 Overtime (time and one-half) shall be paid for hours worked:

- (a) In excess of eight (8) hours in any work day.
- (b) In excess of forty (40) hours in any work week.
- (c) When an employee on the night shift of any work day (as defined in the paragraph above) completes that shift and works additional consecutive hours worked in excess of eight (8) hours although they may fall within the succeeding work day.

9.4 For all hours worked on a holiday in addition to holiday pay, time and one-half shall be paid.

9.5 All employees will be required to perform assigned work in the event of an emergency, and the judgment of the City officials as to what constitutes an emergency shall be final.

9.6 No employee shall be required to work a split shift.

9.7 Non-duplication of Overtime. Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for at an overtime rate under the same or any other provisions.

9.8 Overtime Scheduling. The City will, so far as is practicable, distribute any overtime work equally amongst those persons qualified and able to perform the work required. The City will prepare a roster of employees and show hereon the distribution of overtime and keep the same posted on the departmental bulletin board.

9.9 Time Slips. The City may require employees at the end of each shift to make out a daily time slip, sign the same and submit it to his foreman or supervisor. These time slips shall be on forms provided by the City.

9.10 Payment of Wages. All employees' wages shall be paid on a bi-weekly basis.

9.11 Shift Premium. All employees required to work the afternoon shift (4 p.m. - 12 a.m.) will be compensated an additional twenty-five (25) cents per hours. All employees required to work the midnight shift (12 a.m. - 7 a.m.) will be compensated an additional thirty-five (35) cents per hour.

ARTICLE 10. REPORTING PAY.

10.1 When any employee is called to work at a job, other than his regular shift, he shall receive the rate of pay applicable to the job for which he is called, or the rate of pay for his regularly scheduled job, whichever is the higher, with a minimum guarantee of two (2) hours of work or two (2) hours of pay at such rate.

10.2 When an employee is sent home for lack of work or because of inclement weather conditions before he has finished four (4) hours of work, he shall be paid a minimum of four (4) hours at his regular rate.

10.3 Weekend pump readings shall be rotated amongst all employees within the Department of Public Works.

ARTICLE 11. VACATIONS.

11.1 Length of Vacation. An eligible employee who has completed the years of continuous service indicated in the following table in any calendar year during the term of this contract shall receive during such a year a vacation with pay corresponding to such years of continuous service as shown in the following table:

After completing one (1) year of continuous service, ten (10) days' vacation per year, up to and including the fifth year of continuous service.

Employees shall receive three (3) weeks vacation after five (5) years, one (1) additional day of vacation per year after the tenth (10th) year, up to twenty (20) years of continuous service, with a maximum of twenty-five (25) days vacation per year. Vacation preference shall be by seniority.

*One (1) additional day of vacation per year after the fifth year up to twenty-five years of continuous service, with a maximum of thirty (30) days vacation per year. Said schedule shall be in effect for those employees who are currently (7/1/94) receiving more than twenty (20) days vacation per year. For all other employees, they shall receive the above schedule except that the maximum amount of vacation shall be twenty-five (25) days per year.

11.2 Eligibility. To be eligible for vacation in any year during the term of this contract, an employee must be a regular full time employee and have been continuously at work for the period of time specified above.

11.3 Time for Vacations. Vacations must be taken during the employment year following the year in which they were earned. Vacation allowance shall be requested by written application to the City Manager and approved by him. The City Manager shall schedule vacations for employees at such times as not to impair, in his judgment, the efficiency and effectiveness of municipal service. Employees with the longer period of service will be shown preference in granting vacations if there is more than one application for vacation at or near the same period requested. Employees having two (2) or more weeks of vacation allowance will be permitted to split such vacation allowance if it does not interfere with efficient City operations but will be allowed the same in full calendar weeks not exceeding a total of three (3) separate vacation periods.

Vacation time cannot be accumulated from one year to the other, unless approved by Management due to mitigating circumstances.

11.4 Vacation Pay. An employee entitled to two (2) weeks of vacation shall be allowed eighty (80) hours pay; an employee entitled to three (3) weeks vacation shall be allowed one hundred twenty (120) hours pay; an employee entitled to four (4) weeks vacation shall be allowed one hundred sixty (160) hours pay; an employee entitled to five (5) weeks vacation shall be allowed two hundred (200) hours pay. An employee with additional days of vacation due shall be allowed eight (8) hours' pay for each day of vacation earned.

The rate of pay per hour shall be the rate of pay at which the employee was regularly scheduled for work during this hours of normal employment in the thirty (30) days preceding the period in which such employee takes his vacation.

ARTICLE 12. HOLIDAYS

12.1 Paid Holidays. Whenever used in this contract, the term "holiday" means one of the following days: January 1st, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Years Eve Day and Employee's Birthday. Whenever a holiday falls on Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.

12.2 Eligibility. An eligible employee who does not work on a holiday shall be paid eight (8) times the applicable hourly rate of the job to which he is regularly assigned, exclusive of shift and overtime premiums; provided, however, that the employee has worked his last scheduled day before and his first scheduled day after the holiday; further provided, however, that such work requirement shall not apply to any employee who is on paid leave time authorized in this agreement.

12.3 Holidays During Vacation. Any employee performing work on a holiday shall be compensated for such work at time and one-half for the job performed plus the holiday allowance herein provided. When a holiday is observed by the employee during a scheduled vacation, the employee has the option of extending his vacation one day, or to receive pay in lieu of the vacation day with the consent of the Manager.

ARTICLE 13. SICK LEAVE.

13.1 An employee who is ill and whose claim is supported by satisfactory written evidence shall be granted a leave of absence during the period of such illness without loss of seniority, except as provided in the seniority section.

13.2 Sick leave with pay shall be granted to the employees on the following basis: Each employee shall earn eight (8) hours of paid sick leave for each month of continuous service, which sick leave may be accumulated up to a total of one thousand six hundred (1600). One-half of such accumulated sick leave shall be included in computing terminal pay for any employee.

13.3 An employee who is ill or who expects to be absent from work due to such an illness shall cause his department head to be notified by telephone or otherwise as soon as possible.

13.4 An employee absent from work for three (3) days or more of continuous illness shall, upon request of City management, before he is returned to work, present to his department head a physician's certificate that he is physically fit to resume his work.

13.5 One-half (1/2) of an employee's accumulated sick leave will be paid to him in the case of a permanent reduction of the work force of the City affecting him, and shall also be paid, in the case of the voluntary permanent retirement of an employee, for any reason; provided, however, that the employee may choose to leave his accumulated sick leave in the City fund for a period of one year to provide for the event of his resuming his City employment during said one-year period.

ARTICLE 14. LEAVES OF ABSENCE.

14.1 An employee desiring a leave of absence shall apply for the same to the City Manager in advance of the time when he would like such leave of absence. The City Manager shall have the sole discretion in determining whether such leave of absence shall be granted. Leaves of absence will be granted only for the following purposes:

- (a) Military service;
- (b) Education;
- (c) Extended illness.

All leaves of absence shall be in writing, signed by the City Manager, with a copy to the department head.

14.2 In the event an employee is elected to a union office, which is a full time paid job, it will be the policy of the City to grant a leave of absence for a period of (2) years to such employee at which time the employee shall either return to his occupation or terminate his employment with the City. Employees who are designated by the local to attend regularly called union conventions or meetings will be granted a leave of absence for the period of such meeting, if in the judgment of the City Manager, the absence of such employees does not impair the efficient operation of the City's services.

14.3 An employee who has passed his probationary period and has become a regular employee of the City and who is required to attend a summer encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid to him by the government and the amount calculated by the City in accordance with the following formula: Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any holiday in such two (2) weeks which he would not have worked) and the pay for each day he is ordinarily scheduled during the last month preceding the period of such encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

ARTICLE 15. SENIORITY.

15.1 Unit Seniority: Any employee who is permanently laid off for lack of employment in any of the departments specified above may, if he has the physical fitness and ability to perform the work, and has the necessary certification, exercise unit-wide seniority in a job in one of the other departments to which his unit-wide seniority would then entitle him. All of the factors specified in paragraph 16.1 above shall be applied to determine his qualifications for such transfer in the unit.

15.2 Computation of Seniority: Seniority shall be determined by the length of continuous service in the department: the length of continuous service in the unit shall be computed by the length of continuous service in the entire unit. The City Manager shall, within a reasonable time after the execution of this contract, prepare a seniority list in chronological order, revised to date, upon which shall be indicated the department seniority and unit seniority of each employee. Such list shall be posted and within thirty (30) days after such posting, such list shall be considered as approved and binding upon all employees listed thereon unless written grievances thereto have been filed within such thirty (30) day period.

15.3 Probationary Employees: New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first ninety (90) days of their employment and will receive no continuous service credit during such period. During the period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for the purpose of discrimination because of membership in the Union. Probationary employees continued in the service of the City subsequent to such probationary period shall

receive full continuous service credit from the beginning of the probationary period.

ARTICLE 16. LOSS OF SENIORITY.

16.1 Break in Seniority: Continuous service is broken by:

- (a) Voluntarily quitting the service of the City;
- (b) Discharge;
- (c) Suspension or leave of absence, which continues for more than six (6) months, except as longer leaves are specifically provided by written consent of the City Manager.
- (d) Absence due to disability which continues for more than one (1) year; provided however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable, but their continuous service shall be broken if they do not report for work within sixty (60) days after the termination of such period.
- (e) Failing to report for work at the termination of a leave of absence or extension thereof.
- (f) Failing within seven (7) days after mailing of written notice by the City addressed by registered mail to his last known address on record with the City, to report for available work or to obtain a leave of absence therefrom. Such notice shall advise the employee that if he does not report within such time his length of continuous service will be broken.

ARTICLE 17. GRIEVANCE PROCEDURE.

17.1 Scope of the Grievance Procedure: Should differences arise between the City and the employee covered by this contract as to the meaning and application of the provisions of this contract or as to any questions relating to wages, hours of work or other conditions of employment, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly under the provisions of this Article. No grievance shall be processed under this Article unless it is submitted in the Grievance Procedure within thirty (30) calendar days from the day that the grievance arose

or that the employee should have had reason to know of the existence of such grievance.

17.2 Any employee who believes that he has a justifiable grievance shall first discuss the same with his foreman or supervisor in an attempt to dispose of it. If the Foreman and the grievant, after full discussion, cannot amicably dispose of such grievance, the grievant shall present the grievance in writing, on forms prepared by the city, to the City Manager. The City Manager shall investigate and review the circumstances of the alleged grievance, and shall have the right to discuss the same with any person, including the grievant, to arrive at a correct solution of the grievance.

The City Manager shall render his decision thereon within five (5) working days from the time the written grievance is submitted to him. Such employee shall have the right to have a grievance committeeman accompany him at such hearing before the City Manager.

17.3 A Grievance Committee of not to exceed three (3) members shall be designated by the Union in writing to the City and such Grievance Committeemen shall be afforded such time off, without pay, as may be required in matters connected with the grievances of employee. In any step in the Grievance Procedure above involving the City Manager, the entire Grievance Committee may attend such hearings. Such time off for such committeemen shall be only: (1) For the purpose of attending regularly scheduled committee meetings, if any, with the City representatives, or to attend meetings with City representatives pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting; and (2) for the investigation of grievances, or complaints where an employee has requested the filing of a grievance, after obtaining permission from the employee's supervisor, such time off without pay.

17.4 If the City Manager fails to render a decision within five (5) working days or if the grievant is not satisfied with the City Manager's decision, the grievant may appeal the City Manager's decision to the City Commission. Such appeal shall be in writing and have attached a copy of the grievance and decision of the City Manager, if any, and filed with the City Clerk not less than five (5) working days prior to the next regular meeting of the City Commission which may fall after the time in which the City Manager is to answer, the City Commission shall likewise have the right to interview any employee, including the grievant and if necessary, to hold a meeting concerning such grievance and shall make its decision within ten (10) days from the date of the regular commission meeting.

17.5 If the City Commission fails to render a decision within five (5) days from the regular meeting which such grievance was to have been considered, or if the grievant is not satisfied with the decision of the City Commission, such grievant may appeal such grievance to arbitration. Grievance must be submitted to arbitration within thirty (30) calendar days from the date of the City Commission answer. The representative of the Union and of the City shall select the arbitrator from a list of impartial arbitrators to be furnished by the Federal Mediation Service and the decision of such arbitrator shall be binding upon the City, the Union and the employees concerned. The expense and salary incident to the services of such arbitrator shall be borne equally by the City and the Union. Except as in this Agreement otherwise expressly provided, an award of the arbitrator in respect of any grievance which shall be so submitted shall not in any case be made retroactive to a date prior to the date on which such grievance shall have first been submitted in writing under paragraph 17.3 above.

17.6 The arbitrator to whom any such grievance shall be submitted in accordance with the provisions of this section shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance, but it shall not have jurisdiction or authority to add to or alter in any way the provisions of this Agreement.

17.7 Each party, as a matter of policy, shall encourage the prompt settlement of problems by mutual agreement at the local level.

ARTICLE 18. DISCIPLINE, SUSPENSION AND DISCHARGE.

18.1 Employees will be informed as to the nature of the business for which their supervisors may require their presence for a meeting. If the nature of the business is for discipline, suspension or discharge, the employer will advise the employee of his right to union representation and to have a union representative present prior to any discussion on the matter.

18.2 The Employer agrees to follow the standard of progressive discipline. Progressive discipline shall be defined to allow the Employer to invoke discipline which is reasonably suited to the conduct of the employee. Discipline shall include oral reprimand, written reprimand, suspension for any number of days, and/or termination of employment.

18.3 A disciplined, suspended or discharged employee shall be allowed to discuss his discipline, suspension or discharge with a local union representative and the employer will make available an area where he may do so before he is required to leave the property of the employer. The employer or

his designated representative will discuss the discipline, suspension or discharge with the employee and his union representative.

18.4 The Employer agrees to immediately notify the employee and the Union in writing of any disciplinary action. This written notice shall be given to the employee and union prior to the employee leaving the property of the employer.

18.5 Grievances regarding such action shall be submitted within five (5) working days to Step Three (3) of the grievance procedure.

18.6 Use of past records. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions written and on file in the employee's personnel file that occurred more than one (1) year previously.

ARTICLE 19. PHYSICAL EXAMINATION.

19.1 If an employee is absent from work for prolonged illness or disability, he shall furnish to the City a doctor's certificate showing that he is physically fit to resume his usual occupation.

19.2 The City shall pay the costs not covered by the individual employee's health insurance plan for all employees required to have physical exams in accordance with required State and Federal Laws.

19.3 The City reserves the right to test both new applicants and present employees for illegal drug use as it deems necessary and appropriate, as allowed by state and federal law, and as outlined in Appendix B, Drug and Alcohol Policy.

ARTICLE 20. FUNERAL LEAVE.

20.1 Regular, full time employees will be granted with pay, three (3) consecutive working days to attend the funeral of a member of such employee's immediate family. For the purpose of this section, immediate family is defined to be limited to the employee's spouse, brother, sister, children, father and mother (father and mother as herein used shall be parents of the employee or the spouse of the employee, whether such parent is the natural parent or a step-parent), grandparents and grandchildren, son-in-law. Spouse's family shall be same as above. The employee will be paid during such leave of absence only for such days of such leave as are his regularly scheduled work days. An additional

two (2) days may be granted for funerals involving immediate household family members at the discretion of the City Manager. Such leave will be deducted from the employee's earned sick leave.

20.2 The City will allow City employees one-half (1/2) day for funeral leave to attend the funeral of any fellow City employee, provided, however, that the requested allowance for such leave shall be in writing and the number of employees who shall be scheduled for such funeral leave will, as in the past, be subject to the discretion and approval of the City officials in order to maintain City service.

ARTICLE 21. HOSPITALIZATION AND DENTAL.

21.1 The City shall pay the full cost for the employee and his/her dependents of Michigan Blue Cross/Blue Shield, Community Blue PPO Plan I with DC Rider.

21.2 The City shall pay the cost of Blue Cross/Blue Shield Preferred RX, PCD-PDCM-MOPD w/three (3) dollar co-pay.

21.3 The City shall pay the cost for the employee and his/her dependents, of the Blue Cross/Blue Shield Vision Program.

21.4 The City shall pay the cost for the employee and his (her) dependents of the Blue Cross/Blue Shield Dental Plan C.

21.5 The City shall replace glasses damaged or lost in the line of duty. Such payment shall be made upon the recommendation of the foreman and approval of the City Manager.

21.6 The City shall contribute twenty-five dollars (\$25) per month per employee into a health/insurance plan and/or provide for the employee, a tax-free income deferral vehicle/account, to accumulate assets for the employee to use to pay for health insurance and out of pocket medical expenses.

21.7 The Employer shall pay two-thirds (2/3) of the premium for Blue Cross/Blue Shield Hospital and Medical Insurance for the employee only, after he/she retires from the age of sixty-two (62) and through the age of sixty-five (65).

ARTICLE 22. UNIFORM ALLOWANCE.

22.1 Public works employees shall receive \$250.00 per year per employee for work clothes with the payment being made in one lump sum in August.

22.2 The Employer will provide one set of coveralls or bib overalls per year per employee to be maintained by the employee.

ARTICLE 23. LICENSES.

23.1 Employee(s) will be reimbursed the cost of city required license renewals.

23.2 Should an employee have the required license suspended for any reason, the employee will be continued at work in a job assignment that does not require the required license until such time as the license is restored to the employee provided that work is available and is no longer than for six (6) months. After that time or when work is not available, the employee will be laid off per the contract.

ARTICLE 24. MANAGEMENT RIGHTS.

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

(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, material 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 sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number, location and type of facilities and installations;
- (e) To determine the size of the work force and increase or decrease its size;
- (f) To hire, assign and layoff employees, to reduce the work week or the work day or effect reductions in hours by combining layoffs and reductions in work week or work day;
- (g) To permit municipal employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; provided that the amount of bargaining unit work performed by such employees shall be limited to twenty percent (20%) of their total hours of City employment in any one month.
- (h) To direct the work force, assign work and determine the number of employees assigned to operations;
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications;
- (j) To determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked;
- (k) To establish work schedules;
- (l) To discipline and discharge employees for cause;
- (m) To adopt, revise and enforce working rules by mutual consent;
- (n) To carry out cost and general improvement programs;
- (o) To transfer, promote and demote employees from one classification, department or shift to another, unless otherwise specified in this agreement;

(p) To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.

ARTICLE 25. LONGEVITY/SAFETY BONUS.

25.1 Longevity Pay will be paid employees according to the following schedule based on the years service as an employee of the City of Iron River:

One Hundred dollars (\$100.00) for five (5) years of service to be paid upon completion of the fifth (5th) year and seventy-five dollars (\$75.00) additional per year for every year thereafter to a maximum of one thousand dollars (\$1,000.00).

25.2 Longevity payments will be made once a year for eligible employees on December tenth (10th), or the nearest calendar day if the tenth (10th) falls on a weekend. Whatever year of service falls between July 1 of that year and June 30 of the next year the employee will get credit and paid longevity accordingly.

25.3 Safety Bonus. To encourage employees to maintain a safe work environment all employees shall receive a yearly safety bonus payable at the same time as their longevity bonus. Such bonus shall be equal to five dollars (\$5) per month for each month employees have not incurred lost time accidents.

ARTICLE 26. RETIREMENT.

26.1 The Employer shall provide the B-4 retirement plan with the E-2 rider and an F-50 window option. Such plan will be provided through the Municipal Employees' Retirement System (MERS).

ARTICLE 27. LIFE INSURANCE.

27.1 The City will carry at least a twenty thousand dollar (\$20,000.00) Life Insurance Policy on all full time employees.

ARTICLE 28. MILEAGE AND PER DIEM

28.1 The use of a City vehicle is encouraged whenever practical. However, when use of a personal vehicle is necessary to conduct City Business, employees will be reimbursed at the IRS rate.

28.2 When travel involves extended periods out of town, meals and lodging will be paid by use of the City credit card or reimbursement for actual expenses upon the approval of the City Manager, or in accordance with the City's per diem policy.

ARTICLE 29. PERSONAL LEAVE DAY.

29.1 Employees shall be allowed three (3) personal leave days per year. These days shall not be deducted from sick leave nor shall they be accumulative.

ARTICLE 30. COMPUTATION OF BENEFITS.

30.1 All hours paid to an employee shall be considered as hours worked in computing any benefits under this Agreement.

ARTICLE 31. SPECIAL CONFERENCE.

31.1 Special conferences for important matters shall be arranged between the Union and the Employer upon the request of either party. Members of the Union shall not lose time or pay for time spent in such conferences and they shall be held at a mutually agreeable time and place. This meeting may be attended by members of the Council or International Union.

ARTICLE 32. CONTRACTING OUT OR SUBCONTRACTING .

32.1 During the term of this agreement, as a result of contracting or subcontracting services from third parties, the Employer will not reduce the level of the bargaining unit workforce below that of the current workforce, July 1, 2000, and/or will not reduce the number of work hours below forty (40) hours for employees.

32.2 The Employer will notify the union seven (7) days before subcontracting or contracting out any work.

ARTICLE 33. TERMINATION.

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

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

(b) If either party desires to modify or change this agreement, it shall sixty (60) 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 the 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 part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) 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 710 Chippewa Square Marquette, Michigan 49855; and if the Employer, addressed to the City of Iron River, 106 W. Genesee, Iron River, Michigan 49935, or to any such address as the Union or the Employer may make available to each other.

LOCAL #1424, AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:

CITY OF IRON RIVER:

Michael Wodzinski
Dennis J. Powell
Brookford D. Shulgan
Stana A. Harvala, Council 25

Charlotte Adams Bloom
William S. Just

APPENDIX A
WAGE SCHEDULE

Effective July 1, 2000

Assistant Public Works Foreman	\$13.70 per hour
Public Works Leadman	\$13.20 per hour
Public Works Generalist	\$12.59 per hour
Mechanic	\$12.82 per hour
Heavy Equipment Operator	\$12.64 per hour
Building Custodian (Part-time)	\$ 8.57 per hour

Additional Pay for Licenses:

S-4	\$ 0.25 per hour
S-3	\$ 0.50 per hour
D-4	\$ 0.25 per hour
D-3	\$ 0.50 per hour
Sub-Surface Disposal	\$ 0.36 per hour

Employees who are assigned to work in a higher paid classification shall be compensated for all hours worked at the higher rate.

APPENDIX B
DRUG TESTING POLICY

The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and in Employers vehicles) or during work time. This policy is in compliance with the Omnibus Transportation employee Testing Act of 1991 and U.S. Department of Transportation rules, and is a condition of employment. violation of this policy will result in discipline up to and including discharge.

Any alcohol misuse by an employee is strictly prohibited, including the use of alcohol on the job or during a period of four hours before performing a safety-sensitive function. All employees in safety-sensitive functions are prohibited from any drug use, without a licensed doctor of medicine or osteopathy's written prescription. It is a violation of this policy for an employee to refuse to take any required drug or alcohol test.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to an alcohol breath test for detection of prohibited concentrations of alcohol and to urinalysis examination for the purpose of detection of the employee's unauthorized use of controlled substances in the following circumstances:

1. If the Employer has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or
 - b. Is currently possessing on Employer premises (or in Employer vehicles) illegal drugs/alcohol, or
 - c. Has sold, distributed drugs on the Employer premises or attempted the same.
2. As a part of a routine scheduled physical examination for new hires or if required when taking CDL testing.
3. May be required upon return from a leave of absence.

4. During random periods an employee is performing a safety-sensitive function or before or after an employee has performed a safety-sensitive function.

5. An employee is involved in a personal injury and/or property damage accident involving City of Stambaugh equipment may be required to submit to a blood and/or urinalysis exam.

6. Before any employee who has violated this policy returns to duty in a safety sensitive function.

7. Periodically upon an employee's return to duty if a substance abuse professional determines an employee to be in need of assistance in resolving a drug or alcohol problem.

Definitions:

1. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

2. MRO - (Medical Review Officer) - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of the illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his/her medical history and any other relevant biomedical information.

3. Breath Alcohol Technician - A person who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

4. Alcohol Concentration - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Drug Testing Procedures:

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of the drug testing program, shall be adhered to by any laboratory personnel administering drug testing.

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have led to a false positive test.

4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of foreign substance.

5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight (8) hours to give a sample, during which time he shall remain in the testing area, under observation, however, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a drug test specimen shall be considered refusal to submit to a drug test, except for good cause as determined by the Medical Review Officer.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug

testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his union, prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within seventy two (72) hours of being notified of a

positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to ensure the integrity of any second specimen.

9. The Employer agrees to treat all information received relating to an alleged employee's involvement with drugs and/or alcohol, as well as all test results received as confidential and will only transmit such information to those individuals who need to know.

Drug Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test;
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines, and barbiturates. Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures.

5. Any amount of controlled substance or their metabolites or alcohol detected in any specimen at or greater than the cut-off levels designated by the Department of Health and Human Services (DHHS) or established State or Federal levels of impairment as from time to time amended, shall be considered a positive test result.

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

7. Employee having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request. If an employee is suspended, without pay, pending the receipt of the test results for a suspected violation of this Policy, and those results are returned as negative for the presence of drugs and/or alcohol, the employee will receive back pay for the period of such suspension unless the employee is found in violation of some other rule, policy, or regulation for which a disciplinary suspension is imposed.

8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline up to and include discharge.

Chain of Evidence - Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

Alcohol Testing Procedures:

1. The Employer will use an evidential breath testing (EBT) device to conduct alcohol testing. The Employer may use an alternate method if approval of such a method is granted by the appropriate agency.

2. All tests will be administered by breath alcohol technician who is trained to operate the EBT and is proficient in alcohol testing procedures.

3. Alcohol testing shall be conducted in a location that affords privacy to the

employee being tested. The Employer may use a mobile collection facility. No unauthorized persons shall be permitted access to the testing location. In circumstances where tests are conducted at the scene of an accident, testing will be conducted by the Employer in privacy to the extent practicable.

4. All employees entering the alcohol testing location will be required to provide positive identification to the breath alcohol technician.

5. Employees who refuse to sign the certification in regard to the identifying information provided shall be considered as refusing to take the test.

6. An individually-seated mouthpiece shall be attached to the EBT and the employee shall be instructed to blow forcefully into the mouthpiece until the EBT indicates an adequate amount of breath has been obtained. The breath alcohol technician shall show the employee the result displayed on the EBT.

7. The breath alcohol technician shall inform the Employer of any employee who refuses to complete and sign the testing form, to provide an adequate amount of breath, or to cooperate with the testing process. An employee who fails to provide an adequate amount of breath shall obtain an evaluation from a licensed physician approved by the Employer. If the physician is unable to determine that a medical condition has or could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide adequate breath shall be deemed a refusal to take a test.

8. The Employer shall maintain test records in a secure manner. The Employer shall not release information contained in any records except as required by law or if expressly authorized.

Alcohol Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:

a. Initial screening test;

b. Confirmation test.

2. Employees will initially be given a screening test to determine if the employee has a prohibited alcohol concentration. A result of less than 0.02 alcohol concentration is considered a negative test. The results of a

negative test will be received and maintained by the Employer. No further testing is authorized.

3. Employees with a screening test result of 0.02 or greater will be given a confirmation test. A waiting period of at least 15 minutes is required before a confirmation test shall be given. All confirmation test results will be transmitted to the Employer in a confidential manner.

4. Employees with an alcohol concentration of 0.02 or greater but less than 0.04 will be removed from any safety-sensitive functions for at least 24 hours or until a test result below 0.02 is obtained.

5. Employees with an alcohol concentration of 0.04 or greater will be immediately removed from safety-sensitive functions and may not return until the employee is evaluated by a substance abuse professional, has complied with any treatment recommendation, and undergoes a return-to-duty test with a result of less than 0.02.

Drug and Alcohol Test Results:

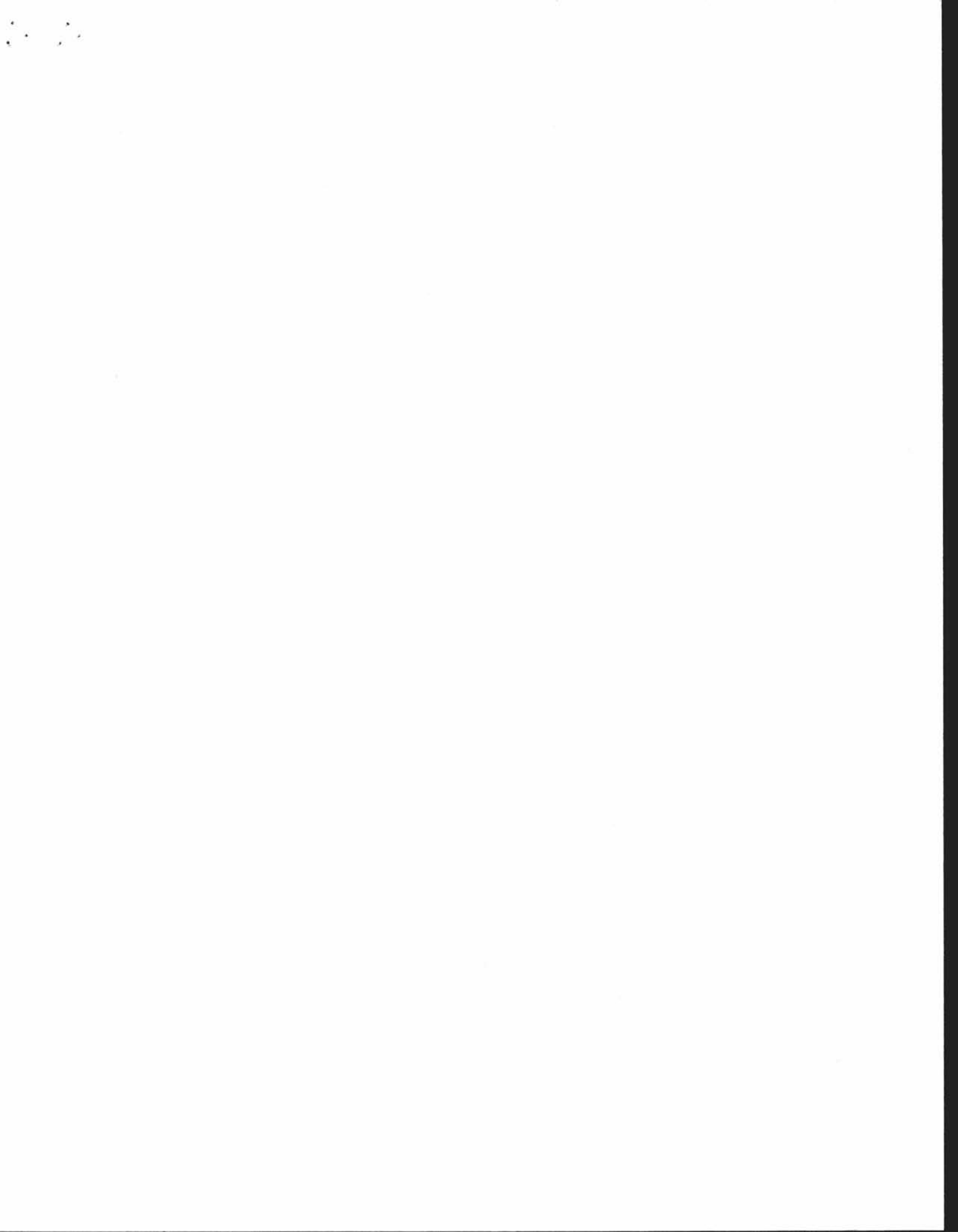
1. All records pertaining to Employer-required drug/alcohol tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

Discipline:

1st Positive Result - Move employee to non-safety sensitive driving classification if work available. If no work, placed on leave of absence/use sick, vacation, etc. until negative result is obtained, in no more than thirty (30) days or successful completion of substance abuse program, whichever is greater.
Written warning.

2nd Positive Result - Same as above. Three (3) day suspension.

3rd Positive Result - Termination.



APPENDIX C
DUES DEDUCTION FORM

Dues Authorization Form

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: _____

Please print clearly and firmly

First Name Middle Initial Last Name

Address

City, State and Zip

Telephone Number Social Security Number

Signature

.....
This portion to be completed by Drive to Survive Activist

Drive to Survive

Signed up by: _____ Telephone Number _____



EMPLOYER'S COPY

APPENDIX D
CITY OF IRON RIVER
RULES AND REGULATIONS

Experience has shown that the best working conditions prevail where we all conduct ourselves as responsible individuals, with respect and consideration for each other. In order to accomplish the best results in our work and at the same time preserve a spirit of fairness, these rules relating to personal conduct have been established. An employee's conduct will be judged in the light of what will achieve the highest possible level of well-being for his fellow employees' protection and the maintenance of City property, and the achievement of the highest possible safety records. The city of Iron River urges that its employees learn these rules and abide by them. Employees who violate the following City Standards of conduct shall receive disciplinary action.

GROUP I

FIRST OFFENSE - DISCHARGE

1. Actual or attempted theft.
2. Engaging in physical violence or fighting on city time or property.
3. Soliciting or collecting for gambling enterprises.
4. Willful destruction of city property or equipment.
5. Using intimidating or threatening language toward supervisors, fellow employees or city residents.
6. Falsification of work records.
7. Falsification of any employment applications.

GROUP II

FIRST OFFENSE - THREE DAYS SUSPENSION OR DISCHARGE

SECOND OFFENSE - DISCHARGE

1. Insubordination.
2. Gross or wanton negligence in the use of city property.
3. Smoking in places where dangerous.
4. Concealing defective work.
5. Sleeping on the job.
6. Use of abusive language towards fellow employees, supervisors, or persons on the property without the permission of the City of Iron River.
7. Misrepresenting facts to the city regarding injuries.

8. Showing a general unwillingness to cooperate with fellow employees and the city by accumulating different rules.
9. Circulate petitions on city time.

GROUP III

FIRST OFFENSE - VERBAL WARNING

SECOND OFFENSE - WARNING IN WRITING

THIRD OFFENSE - ONE DAY SUSPENSION

FOURTH OFFENSE - THREE DAYS SUSPENSION

FIFTH OFFENSE - DISCHARGE

1. Performance of personal work on city premises and/or with city equipment without manager's permission.
2. Excessive absenteeism.
3. Excessive Tardiness.
4. Extending lunch periods beyond allowed time.
5. Carelessness or inefficiency.
6. Failure to notify Manager when absent from or late reporting for work, or failure to give satisfactory reason for such absence or lateness.
7. Leaving work without permission of the foreman or City Manager before the end of the shift.
8. Failure to use safety equipment on jobs that are hazardous.
9. Failure to report for work when called for work.
10. Failure to report for special meetings when notified.
11. Extending coffee period beyond the allowed time.
12. All equipment that personnel uses shall be reported by such person on time sheets. All defects and failures shall be reported.

It is apparent that the foregoing is not intended as a complete list of conduct violations. In the event of misconduct not mentioned, the City will enforce such discipline as may be required in the interest and welfare of all.

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF IRON RIVER
AND
THE CITY OF IRON RIVER EMPLOYEES' CHAPTER OF
LOCAL #1424, AFFILIATED WITH MICHIGAN COUNCIL
#25, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

The aforementioned parties hereby mutually agree to the following:

1. David Clemens and Richard Anderson shall be awarded the position of Assistant Public Works Foreman.
2. Mike Wodzinski shall be awarded the position of Public Works Leadman.
3. James Shovald shall be awarded the position of Heavy Equipment Operator.
4. Dennis Powell shall receive license pay for sub-surface disposal effective July 1, 2000. Dennis shall complete required training for licensing within one year. This time frame may be extended upon mutual agreement of the parties.
5. All accumulated vacation and sick leave will be rolled over.
6. The following employees shall have the option of utilizing one half of their accumulated personal leave (to be deducted from sick leave) prior to their anniversary date:

Richard Anderson - 3 days
Wayne Thibedeau - 3 days
John Otto - 1 day
Brad Shelgren - 3 days

Signed on this 1st day of July, 2000.

for the Union:
Michael Wodzinski

for the City:
William S. [Signature]