

6/30/2003

6290

**AGREEMENT
BETWEEN
CITY OF IRONWOOD
AND**

**CITY OF IRONWOOD EMPLOYEES' CHAPTER OF
LOCAL #1538, AFFILIATED WITH MICHIGAN
COUNCIL #25, AFSCME, AFL-CIO**

Ironwood, City of

Effective Date: July 1, 2000

Expiration Date: June 30, 2003

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Agreement.....	1
	Purpose and Intent.....	1
1	Recognition. Employees Covered.....	1
2	Aid to Other Unions.....	2
3	Union Security. Agency Shop.....	2
4	Dues Check-Off.....	3
5	Representation Fee Check-Off.....	4
6	Remittance of Dues and Fees.....	4
7	Union Representation.....	5
8	Special Conferences.....	6
9	Grievance Procedure.....	6
10	Computation of Back Wages.....	8
11	Discharge and Suspension.....	8
12	Seniority. Probationary Employees.....	8
13	Seniority Lists.....	9
14	Loss of Seniority.....	9
15	Seniority of Officers and Stewards.....	10
16	Layoff Defined.....	10
17	Recall Procedure.....	11
18	Transfers.....	11
19	Job Postings and Bidding Procedures.....	11
20	Veterans (Reinstatement Of).....	12
21	Educational Leave of Absence for Veterans.....	13
22	Leaves of Absence.....	13
23	Union Bulletin Boards.....	14
24	Rates for New Jobs.....	14
25	Court Appearances and Jury Duty.....	14
26	Safety Committee.....	14
27	Equalization of Scheduled Overtime Hours.....	15
28	Workers Compensation (On-the-Job Injury).....	15
29	Hours of Work, Call Time, Shift Differential, and Premium Pay.....	16
30	Sick Leave.....	17
31	Personal Leave.....	18
32	Funeral Leave.....	18
33	Time and One-Half and Double Time.....	18
34	Holiday Provisions.....	19
35	Vacation Eligibility.....	19
36	Vacation Period.....	20
37	Group Insurance Benefits.....	20
38	Computation of Benefits.....	21

39	Unemployment Insurance.....	21
40	Contracting and Subcontracting of Work.....	21
41	Consolidation and Elimination of Jobs.....	21
42	Work Performed by Supervisors.....	21
43	Non-Discrimination.....	21
44	Strikes and Lockouts.....	22
45	Management Rights.....	22
46	Personal Equipment Allowance.....	22
47	Longevity.....	23
48	Life Insurance.....	23
49	Severability.....	23
50	Waiver Clause.....	23
51	Distribution of Agreement.....	24
52	Appendices.....	24
53	Termination and Modification.....	24
54	Effective Date.....	25
	Appendix A. Penions.....	26
	Appendix B. Classification and Wage Rates.....	27
	Appendix C. Cost of Living.....	29
	Appendix D. Temporary Employees.....	30
	Appendix E. Summer Work Hours.....	31
	Appendix F. Prescription Drug Plan and Me-Too Clause..	32
	Letter of Addendum.....	33
	Letter of Addendum.....	34
	Ordinance 421, Book 4.....	35

AGREEMENT

This Agreement entered into on this 1st day of July, 2000 between the City of Ironwood (hereinafter referred to as the "EMPLOYER") and the City of Ironwood Employee's Chapter of Local #1538, affiliated with Michigan 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 all employees of the Employer included in the bargaining unit described below:

"All regular full time and regular part-time employees, except public safety officers, library personnel, confidential secretary, supervisors and executive positions."

Residency. Employees may live outside the City of Ironwood if their residence is in the Townships of Ironwood and Erwin and within ten (10) miles of the Ironwood City limits. Residency must not hinder an employee's response to emergencies and call-ins: toward that end, employees living outside the City will have their response time to emergencies and call-ins reviewed on an annual basis. Chuck Thomas will be grandfathered in and the Water Plant Operators will be grandfathered in.

Definitions. For purpose of the recognition granted the Union under this Agreement, the parties agree that the following definitions shall control an employee's status:

(a) Regular Full Time Employee. A full time employee is defined as an employee who is employed by the Employer on a regular full time basis and whose normal schedule of work consists of forty (40) hours per week.

(b) Regular Part-Time Employee. A regular part-time employee is defined as an employee who is employed by the Employer on a regular part-time basis and whose normal schedule of work consists of less than forty (40) hours per week.

(c) Fringe Benefits for Part-Time Employees shall be prorated based on their hours worked in a fiscal year using the formula: hours worked in a fiscal year divided by 2080 times the benefits level provided to full time employees. Employees who work less than twenty-four (24) hours per week are not eligible for hospitalization/medical insurance.

ARTICLE 2. AID TO OTHER UNIONS.

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

ARTICLE 3. UNION SECURITY. Agency Shop.

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing ninety (90) 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 ninetieth (90th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for the 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 the Union.

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

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

Signed up by: _____ Drive to Survive Telephone Number _____



EMPLOYER'S COPY

(e) The Union agrees to indemnify and hold the City harmless from any action taken as a result of the implementation of this Article.

ARTICLE 5. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph (d)), 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 3 of this contract.

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

(d) See above Authorization Form.

(e) The Union agrees to indemnify and hold the City harmless from any action taken as a result of the implementation of this Article.

ARTICLE 6. 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.

(d) All sums so deducted and delivered under this Article shall be the sole responsibility of the Union upon receipt thereof by the Union and for the Union to allocate and distribute in accordance with the Constitution, By-laws and rules of the Union.

(e) The Union agrees to indemnify and hold the City harmless from any action taken as a result of the implementation of this Article.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Local President. The employees covered by this Agreement will be represented by six (6) stewards, one of the six (6) being a Chief Steward. 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:

Street Department
Sanitation Department
Cemetery

Water
Memorial Building
Shop

(1) Identification of Union Representative. The Union will furnish the Employer, in writing, with the names of its stewards, Local Union Officers and Collective Bargaining Committee members who are employed within the collective bargaining unit and will notify the Employer of any changes that may occur from time to time in such personnel at least three (3) working days before the Employer shall have any obligation to recognize and deal with such individual of the Union.

(2) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

(3) The Local President shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(4) The maximum hours to be used in paragraphs 2 and 3 of this Section shall be four (4) hours. The time limit only applies to Steps 1 and 2 of the grievance procedure.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by five (5) negotiating committee members.

(2) All bargaining by the parties shall commence at a time mutually agreed upon by both parties.

(3) Members of the bargaining committee shall be paid by the Employer for all straight time hours lost in negotiations.

ARTICLE 8. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

(c) A memorandum shall be kept on the special conference and signed by both parties.

ARTICLE 9. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedures set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

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

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

(b) The steward may discuss the grievance with the immediate supervisor.

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

(d) The immediate supervisor shall give employee answer to the steward within five (5) working days of receipt of the grievance.

STEP 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the City Manager within seven (7) working days after the immediate supervisor's response is due. The City Manager shall sign and date the steward's copy. The City Manager shall respond to the steward in writing within seven (7) working days of receipt of the grievance.

STEP 3.

(a) If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Local President shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 2, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 or the Employer may request mediation by the Michigan Employment Relations Commission by giving written notice to the other party of its intent to do so within ten (10) working days following the receipt of Employer's Step 3 response. Thereafter, the City Manager or designated representative, and designated Union officials which shall include the aggrieved employee and any witnesses, shall confer with the mediator assigned to assist the parties in resolving the dispute. After the conclusion of said mediation session, if the dispute(s) has not been resolved, and the Council wishes to carry the matter(s) further, Council #25 shall, within forty-five (45) working days following the Employer's written answer in Step 3, file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Procedures.

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

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgement based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

(e) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the

representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step of the grievance procedure, including arbitration, upon notice by the Union. The time limits established in the grievance procedure may be extended by mutual agreement in writing. Saturday, Sunday and recognized holidays shall not be counted in the time limits.

ARTICLE 10. COMPUTATION OF BACK WAGES.

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

ARTICLE 11. 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 employees steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. (Any discipline issued will be given to the employee and steward i.e. verbal, written etc).

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

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted within fifteen (15) working days to the final step of 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 infraction which occurred more than one (1) year previously.

ARTICLE 12. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, employee shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day employee completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, provided however, that probationary employees may be laid off or terminated without recourse to this Agreement, unless such layoff or termination is for Union activity.

(c) Seniority shall be on a bargaining unit basis in accordance with the employee's last date of hire into the bargaining unit. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

(d) All job assignments will be on the basis of seniority, qualifications and ability to perform the work within the job classification provided that there are sufficient employees available. If insufficient employees are available within the classification, volunteers will be solicited from within the bargaining unit. If insufficient volunteers are obtained, assignment shall be made to the qualified employee with the least seniority from the available employees. When assignments are made in the A.M., the employee who has been removed from their regular classification (mechanic, sexton, parks, water/sewer, etc.) will be allowed to use their seniority to be assigned their assignment.

ARTICLE 13. SENIORITY LISTS.

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

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

(c) The Employer will keep the seniority list up to date at all times and will provide the Local President with up-to-date copies at least every six (6) months.

ARTICLE 14. LOSS OF SENIORITY.

An employee shall lost seniority for the following reasons only:

(a) Quits or retires.

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

(c) Employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at employees last-known address that employee has lost employees seniority, and employees employment has been terminated.

(d) If employee 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 of absence will be treated the same as (c) above.

(f) Employee is laid off for two (2) years or length of seniority, whichever is greater, but in no event more than ten (10) years.

(g) If the Employer's operations are permanently discontinued.

ARTICLE 15. SENIORITY OF OFFICERS AND STEWARDS.

The Local President and the Chief Steward, in that order, shall head the seniority list of the unit, during their term of office. This will only apply to layoff and recall.

ARTICLE 16. LAYOFF DEFINED.

(a) The work "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final 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, i.e., the least senior employee on the seniority list being laid off first, provided, however, that the more senior employees have the present minimum qualification to perform the required work. In the event that the work force is realigned following a layoff in accordance with seniority, employees shall receive the rate of pay of the classification assigned to regularly perform while employees are on layoff.

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

(e) During a layoff, there shall be no excessive scheduled overtime by the remaining senior employees who are performing the work formerly performed by laid off employees.

(f) Temporary Layoff. When the work force is reduced due to conditions which are anticipated to be of a temporary nature and it becomes necessary to lay off employees for a temporary period of time, the Employer will first solicit volunteers from among the particular classification(s) and shift(s) affected. A temporary layoff is defined as one of ninety (90) days or less calendar days duration with no loss of benefits.

(g) The Employer will give notice of temporary layoff at least twenty-four (24) hours prior to the effective time of the temporary layoff.

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 that the employee has the present minimum qualifications to perform the required work. Notice of recall shall be sent to the employee at employees 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, employee shall be considered a quit. In proper cases, exceptions may be made.

Employee Recall Data. It shall be the responsibility of each employee to notify the Employer, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's record shall be conclusive.

ARTICLE 18. TRANSFERS.

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within three (3) months, transfers back to a position within the bargaining unit, employee shall have accumulated seniority while working in the position to which employee 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) When a permanent job or newly created position or vacancy occurs in a bargaining unit position, and the Employer decides to fill the position notice of the job or

vacancy shall be posted on the bulletin boards located at the Water Plant, Memorial Building, DPW Garage and Cemetery within twenty-eight (28) calendar days. A permanent job or newly created position or vacancy is one that is expected to operate more than ninety (90) consecutive working days, but does not include vacancies caused by leaves of absence. The Employer shall determine if a vacancy exists which is to be filled under this section. All classification vacancies will be posted for a period of seven (7) working days. Employees interested shall apply in writing within the seven (7) working day posting period. The Employer shall give due consideration to all applicants for the permanent vacancy from within the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, work performance, work record and dependability. The senior qualified applicant shall be awarded the permanent vacancy, provided, however, that the Employer may determine that none of the applicants are qualified and leave the position open or to seek further applicants from outside the bargaining unit. In any event, no consideration will be given to those employees who have been employed less than one year in their current position, unless the Employer deems it to be in its best interest. In the event the senior applicant(s) is denied the job, reasons for denial shall be given in writing to the employee and employee's steward. It will not deny an employee from being awarded more than one bid in one year. In the event the senior applicant(s) disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Local President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Local President with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Local President as to who was awarded the job.

(b) During the twenty (20) day trial period, the employees shall have the opportunity to revert back to employee's former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and employee's steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification. Employee training activities will not be considered as working in a higher classification.

(e) After a total of forty (40) hours worked, within a ninety (90) day period, in an unposted position, the position will be posted. Training hours will not be considered in the aforementioned forty (40) hours.

ARTICLE 20 VETERANS. (Reinstatement of)

The reemployment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 21. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

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

ARTICLE 22. LEAVES OF ABSENCE.

(a) Unpaid leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or Union.
2. Maternity leave.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.
6. Military leave.

Such leave may be extended for like cause.

(b) Employees' seniority shall remain frozen 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 employee's seniority entitles.

(c) Members of the Union selected to attend a regional function of the Union (Biannual Council Convention included) shall be allowed the time off without loss of time or pay to attend. No more than 48 hours shall be allowed per contract year for all attending members. Additional time shall be allowed without pay.

(d) The Employer may grant extended leaves of absence without pay for personal reasons upon written application of the employee. Personal leaves may not be taken without first obtaining written permission from the City Manager or Manager's designee(s).

(e) The parties recognize and comply with Americans with Disabilities Act, Family Leave Act.

(f) The Employer agrees to comply with the Family and Medical Leave Act of 1993, any State of Michigan Acts, and the contract between the parties. Any portion of the above rights of the employee will be enforced to ensure the employee the greatest benefit.

Employees may choose to take this time as unpaid time or may choose to use accumulated vacation time, personal time and sick time. Paid time, unless allowed in other articles of the contract, will not exceed twelve (12) weeks, as defined in the Act, without approval of the Employer.

ARTICLE 23. UNION BULLETIN BOARDS.

The Employer will provide a bulletin board in the City Garage which may be used by the Union for posting notices pertaining to Union business. Derogatory messages or changes made to posted messages is prohibited.

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 25. COURT APPEARANCES AND JURY DUTY.

Employees excused for jury duty will be reimbursed by the City for the difference between the fees received for this service and the employee's regular wage provided:

(a) A written request endorsed by the employee's Department Head is approved by the City Manager.

(b) Acceptable evidence of the amount of fees received by the employee is included with said written request. An employee is expected to report for regular City duty when temporarily excused from attendance in Court. If the jury is not in session and the employee does not report to work, there will be no compensation for that time.

ARTICLE 26. SAFETY COMMITTEE.

A safety committee of employees and the Employer is hereby established. This committee shall consist of the stewards and shall meet at least once each month with the Employer during regular daytime working hours for the purpose of making recommendations to the Employer. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

ARTICLE 27. EQUALIZATION OF SCHEDULED OVERTIME HOURS.

Whenever overtime is required the person in that bidden or assigned position will be called first. If that employee was unavailable to work, it will be offered to the employee who is qualified with the least number of overtime hours in the bargaining unit.

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

Overtime hours will be computed from July 1 through June 30 each year and will be subject to review at the end of each such period. Overtime chart will be kept on a continuous basis from year to year.

Overtime hours shall be divided as equally as possible among employees. An up-to-date list showing overtime hours will be posted weekly on the bulletin board. A log of phone calls made to call out employees to work will be maintained by the Department Head or designee. Such log shall be the sole record of whether or not a telephone call was made.

ARTICLE 28. WORKERS COMPENSATION (On-the-Job Injury.)

The City, in accordance with State Law, provides "Workmen's Compensation" if an employee is injured in the course of employment. An employee who receives compensation under the Workmen's Compensation Insurance, as provided by the City, shall receive for the duration of such compensation only that portion of his/her regular salary which will, together with such compensation, equal his/her regular salary. An amount equal to the difference paid by the City between an employee's Workmen's Compensation and his/her regular salary shall be deducted from the employee's accumulated sick leave in no less than one-half (1/2) day increments until said sick leave has been depleted. The City will no longer pay the difference between Workmen's Compensation and the employee's salary once sick leave has been depleted. An employee's benefits will continue to accrue during the period in which the employee receives Workmen's Compensation. An employee will not accrue vacation benefits after ninety (90) calendar days on Workmen's Compensation. Other benefits will accrue until it has been determined by a physician that the employee is disabled.

ARTICLE 29. HOURS OF WORK, CALL TIME, SHIFT DIFFERENTIAL AND PREMIUM PAY.

(a) It is the intent of this Agreement that the week in present effect for full time employees shall remain unchanged in the various departments; however, in the event that economy reductions become necessary, the employees will be notified in a reasonable amount of time in advance.

(b) The forty (40) hour week shall be based on five (5) consecutive eight (8) hour days, Monday through Friday, for Public Works employees. The seven (7) day operation of the Water Department Plant and Park Attendant shall be scheduled as they have been in the past.

(c) There may be variance in the starting and quitting time of particular jobs to make the shift compatible to the services required; however, there shall be no split shifts.

(d) * When an employee is called in for extra work other than employees regular work shift, employee shall be guaranteed a minimum of two (2) hours work or pay at time and one-half. Extra calls in this Section shall be for emergency work only. An employee may, after having been called out and having worked an eight (8) hour period, elect to go home or work succeeding regular shift with concurrence of management.

* "Example: When an employee is called out for extra work, except for snow removal operations, at 10:00 p.m., or say 2:00 a.m., the employee would be entitled to time and one-half (as long as employee is working) until the start of the employees regular work shift. The eight hours following the start of the employees regular work shift be paid at straight time."

(e) Rest and Meals Periods. Employees shall work a straight eight (8) hour workday with paid one-half hour lunch, except for Memorial Building office employees who will remain on existing coffee break schedule.

Office employees shall be allowed a paid 20 minute rest period during the first half of their regularly scheduled workday.

Office employees shall receive an unpaid thirty minute meal period which shall occur during the approximate middle of the shift. Employees may leave the garage or Memorial Building by personal transportation only for meal period during the regularly scheduled shift provided they punch out before leaving and upon returning to work. The use of breaks by employees will continue as it has in the past.

(f) Emergency Duty Meal Period. When an employee is called out for emergency duty or temporarily scheduled outside employees regularly scheduled shift and paid assignment extends through a normal meal period, the employee shall receive a paid thirty (30) minute meal period to be scheduled at an appropriate time during said work. During said duty assignment, employees shall be permitted to go to the nearest coffee shop in city vehicles for a meal paid by the city. The city and the union may mutually establish a meal allowance pursuant to this section. Allowance for meals shall be \$5.00 for breakfast, \$5.00 for lunch, or \$7.00 for dinner.

(g) After sixteen (16) hours of continuous work employees will receive double time pay with an eight (8) hours rest period ending the preceding Sunday, inclusive.

(h) Paychecks. Employees will receive their paychecks by Friday of every other week, representing the bi-weekly pay period ending the preceding Sunday, inclusive.

ARTICLE 30. SICK LEAVE.

(a) All employees covered by this Agreement shall accumulate one and one-twelfth (1-1/12th) sick leave days per month, not to exceed thirteen (13) days per year, with 260 days (2080) hours maximum accumulation. Upon termination, an employee shall receive 50% of all unused sick leave (260 day maximum - 2080 hours). Upon death or retirement, an employee shall receive all unused sick leave (260 day maximum - 2080 hours). Sick leave for new hires (7/1/94) shall receive the above maximum accumulation, 260 days (2080) hours, however, upon termination, retirement, or death an employee shall receive fifty percent (50%) of accumulated sick leave up to one hundred (100) days.

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.

(b) Sick Leave is to be used for sickness only and in order to prevent abuse of the sick leave privilege, a doctor's certificate may be required after three (3) continuous days of sick leave.

(c) An employee who appears to be habitually abusing sick leave and using it for purposes other than when employee is sick will be issued a warning with a copy of the warning going to the Union, after which time the City may require a doctor's certificate for any sick leave use and/or examination to determine whether said employee is fit for the duties to which employee is assigned. This warning is to expire after one (1) year.

(d) Sick leave shall be allowed for immediate family. Immediate family shall be employee's spouse and dependents as defined by the Internal Revenue Code, who reside in employee's household.

(e) In the event sick leave is to be used for sickness in the immediate family, such sickness must necessitate the employee's presence, in such case the City may require documentation of the sickness and the need.

(f) Sick leave shall be used in minimum increments of one (1) hour.

ARTICLE 31. PERSONAL LEAVE.

All employees covered by this Agreement shall be allowed three (3) personal leave days per contract year, prorated according to months worked in the previous year. These days are non-accumulative and shall not be deducted from sick leave accumulation.

Personal leave shall be used in minimum increments of one (1) hour.

ARTICLE 32. 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, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and one (1) set of step-parents. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. An employee shall be allowed one (1) working day with pay as a funeral leave day deducted from sick leave for a death of an aunt or uncle. In order to qualify for funeral leave days, the employee must attend the funeral.

ARTICLE 33. TIME AND ONE-HALF AND DOUBLE TIME.

(a) Time and one-half will be paid as follows:

1. For all hours over eight (8) in one day.
2. For all routine work on holidays at the water plant.
3. For hours in excess of forty (40) hours per week.
4. For all continuous hours worked over the regular work shift, even when the shift runs into another day, for emergency type activities.

(b) Double time will be paid as follows:

For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay, except the Water Plant. Any new positions that may be established the double time shall be negotiated.

(c) Compensatory time will be at employee's choice to be paid at time and one-half for hours worked, or compensatory time may be requested at time and one-half off for hours worked and granted at employer's discretion. An eighty (80) hour maximum limit will be allowed on a continual basis. However, any accrued hours over eighty (80) hours can be converted to time and one-half payment by either the Employer or employee. Scheduling of such time shall be pursuant to Article 36. (Subject to re-negotiation upon ten (10) days written notice). Once choice has been made, the decision shall not be changed.

ARTICLE 34. HOLIDAY PROVISIONS.

(a) The paid holidays for all regular City employees are designated as:

- | | |
|----------------------|------------------------|
| New Year's Day | Day After Thanksgiving |
| Good Friday | Day Before Christmas |
| Memorial Day | Christmas Day |
| July 4 th | Day Before New Years |
| Labor Day | Birthday |
| Thanksgiving | |

Employees will be paid their current rate based on their regular scheduled workday for said holidays.

(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. Overtime will be paid for the actual holiday, if worked, on that day.

(c) The regularly scheduled work day before and after the holiday must be worked in order to receive holiday pay, unless on an authorized leave day. Holiday pay does not apply to employees on workmen's compensation leave, leaves of absence, employees on layoff status, or to probationary employees.

ARTICLE 35. VACATION ELIGIBILITY.

An employee will earn credits toward vacation with pay in accordance with the following schedule:

- | | |
|---------------------------|-----------------|
| 1 to 5 years of service | 2 weeks + 1 day |
| 5 to 10 years of service | 3 weeks + 1 day |
| 10 to 15 years of service | 4 weeks + 1 day |
| 15 to 20 years of service | 5 weeks + 1 day |

20 to 25 years of service	6 weeks + 1 day
25 to 30 years of service	7 weeks + 1 day

An employee earning four (4) or more weeks of vacation must take at least four (4) weeks of vacation. For any vacation that was earned over four (4) weeks, the employee shall have the option of taking the vacation or receiving pay for the vacation.

ARTICLE 36. VACATION PERIOD.

Employee(s) vacations shall be submitted for the year by May 1st if for more than three (3) days and awarded on a seniority basis. Generally, no more than one-half the work force shall be on vacation at any one time. Changes may be made by mutual consent of the employer and employee. All vacation approvals or denials shall be made by the Department Head. The City Manager or Department Head may cancel any vacation in emergency situations or to accomplish necessary work. In that event the employee will have the option of receiving pay for employee's vacation in cash or rescheduling employee's vacation even though it accrues into the following year. For snowstorms employees must be available for work.

Vacation leave shall be used in minimum increments of one (1) hour.

ARTICLE 37. GROUP INSURANCE BENEFITS.

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and employee's family, the plan to be Blue Cross/Blue Shield Community Blue PPO, Option I with the 80/20 mental health rider. Prescription drug rider with ten dollar (\$10) generic/twenty dollar (\$20) brand name co-pay (see Appendix F). This coverage shall be applied to all employees covered by the terms of this Agreement except regular part-time employees working less than 32 hours per week, the cost of hospitalization shall be prorated between the employee and the Employer. Hospitalization coverage by a regular part-time employee shall be at the option of the employee. Payment in lieu of health insurance will be \$100 for family, \$75 for 2-person, and \$50 for single, per month.

(b) The Employer agrees to pay the full premium for dental program (family plan) with Riders CR-RC-50-50, 4711-8, MBL-800, 4683-9 and Rider CDC-FC 4692-0. The plan to be the same as the Public Safety Officers have.

(c) The Employer agrees to pay the full premium for Blue Cross/Blue Shield Vision Care Program A-80.

(d) The City reserves the right to select or change the insurance carrier or carriers providing the benefits stated in Sections (a) and (b), to be a self-insurer, either to wholly or partially, with respect to each and all of such benefits, and to select the administrator of such insurance programs. The Union acknowledges that a crisis is

developing due to the rapidly increasing premium costs associated with insurance coverage. The Employer acknowledges that revisions as set forth above shall not be implemented without the agreement of the Union following a special conference as otherwise provided in this Agreement.

ARTICLE 38. COMPUTATION OF BENEFITS.

An employee while on vacation or 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 as long as he has sick leave benefits and vacation credits coming from the City.

ARTICLE 39. UNEMPLOYMENT INSURANCE.

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

ARTICLE 40. CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this Agreement, the Employer shall be allowed to contract out or subcontract any work, in whole or in part, as long as it does not replace or displace bargaining unit members.

ARTICLE 41. CONSOLIDATION AND ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs or newly-created jobs shall not be effected without a special conference.

ARTICLE 42. WORK PERFORMED BY SUPERVISORS.

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of immediate attention and/or instruction or training of employees, including demonstration of the proper method to accomplish the task assigned.

ARTICLE 43. NON-DISCRIMINATION.

There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions or transfers, or other conditions of employment because of race, color, creed, national

origin, sex, marital status, religious or political affiliation, handicap, height or weight, except that the Employer reserves the right to establish bonafide occupational qualifications which limit height and/or weight.

ARTICLE 44. STRIKES AND LOCKOUTS.

The Union agrees that during the term of this Agreement there will be no strikes or slowdowns and the Employer agrees that there will be no lockouts.

ARTICLE 45. MANAGEMENT RIGHTS.

The Employer retains and shall have the sole and exclusive right to manage and operate the City in all its operations and activities except where modified by the terms of this agreement. Among the rights of management included only by way of illustration and not by way of limitation are as follows:

(a) To determine all matters pertaining to management policy, to the services and products to be furnished, the methods, procedures, means, equipment and machines required to provide such services or products; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to establish classifications of work and determine the number of personnel required and the number of hours required in each employee work schedule; to hire personnel, to direct and control operations; to discontinue, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations, to use different methods, processes or machines; to employ new or different machines or equipment; to substitute mechanical or machine operations for human labor; Union approval to establish job descriptions and work standards as deemed desirable and satisfactory to determine work loads, fair production standards and quality standards and enforce them; and in all respects to carry out the ordinary and customary functions of management.

(b) The Employer shall also have the right to promote, demote, discipline, discharge, layoff, or recall personnel; Union approval to establish and revise from time to time work rules, and safety rules and to fix and determine penalties for violation of such rules, provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement and shall be subject to the grievance and arbitration procedure in this Agreement.

(c) The Employer reserves the right to establish reasonable rules, regulations, polices and procedures not inconsistent with the provisions of this Agreement. If the Union believes that any rules, regulation, policy and/or procedure is inconsistent with the terms of this Agreement the grievance procedure may be followed.

ARTICLE 46. PERSONAL EQUIPMENT ALLOWANCE.

On October 1 of each year all employees covered by this Agreement shall receive \$100 toward the purchase of work related clothing. (Employer to continue to provide specialty clothing and equipment, i.e., rain gear for water and sewer, coveralls for mechanics, hard hats for Department of Public Works, etc.).

ARTICLE 47. LONGEVITY.

One percent (1%) of base rate for five (5) years of continuous service.

Two percent (2%) of base rate for seven (7) years of continuous service.

Four percent (4%) of base rate for ten (10) years of continuous service.

Six percent (6%) of base rate for fifteen (15) years of continuous service.

Eight percent (8%) of base rate for eighteen (18) years of continuous service.

Ten percent (10%) of base rate for twenty-two (22) years of continuous service.

Twelve percent (12%) of base rate for twenty-six (26) years of continuous service.

ARTICLE 48. LIFE INSURANCE.

The City to provide a \$20,000 group, term life insurance policy with accidental death and dismemberment coverage.

ARTICLE 49. SEVERABILITY.

If any article or section of the Agreement or any addendum thereto should be held invalid by operation of State or Federal Law or if compliance with or enforcement of any article or section should be ruled invalid by such State or Federal Law, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 50. WAIVER CLAUSE.

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, between such parties, shall govern their relationship.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 51. DISTRIBUTION OF AGREEMENT.

The Employer agrees to provide a copy of the Agreement to all new employees entering the employment of the Employer.

ARTICLE 52. APPENDICES.

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

Appendix A.....	Pensions
Appendix B.....	Classifications and Rates
Appendix C.....	Cost of Living
Appendix D.....	Temporary Employees
Appendix E.....	Summer Work Hours
Appendix F.....	Prescription Drugs Me-Too

ARTICLE 53. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until midnight, June 30, 2003.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, given written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

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

(d) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to City Manager, Municipal Building, Ironwood, Michigan 49938; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 54. EFFECTIVE DATE.

This Agreement shall become effective as of the date first above written.

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

FOR THE UNION:

James F. Kolesar
Albert B. Byer
Roger Ann

FOR THE EMPLOYER:

Keith A. Jul
John Freden

RS:rluoe547aflcio91800

APPENDIX A

1. The pension provisions now in effect for employees covered by this Agreement shall be continued, however, the ordinance has been amended as identified by Attachment A-1.

2. If any non-union employee receives additional retirement benefits, this Agreement will incorporate such additional retirement benefits. This provision will expire on 6-30-2003.

APPENDIX B
CLASSIFICATION AND WAGE RATES

Effective July 1, 2000:

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>
Asst. Public Works Foreman				14.16
Lead Person - Public Works	11.64	12.49	12.62	12.85
Leadperson - Water	12.35	13.27	13.42	13.73
Leadperson - Sewer	11.64	12.49	12.62	12.85
Water Plant Operator (D-I)	11.82	12.66	12.77	13.02
Water Plant Operator (D-II)	12.06	12.49	12.62	12.85
Equipment Repair Foreman	12.35	13.27	13.42	13.73
Equipment Repair Worker III				12.97
Equipment Repair Worker II	11.38	12.20	12.35	12.57
Equipment Repair Worker I	10.99	11.78	11.89	12.17
Equipment Service	10.99	11.78	11.89	12.17
Equipment Operator III	11.14	11.95	12.08	12.36
Equipment Operator II - Public Works	10.99	11.73	11.89	12.17
Equipment Operator II - Cemetery	10.99	11.73	11.89	12.17
Equipment Operator II - Water	10.99	11.73	11.89	12.17
Equipment Operator II - Sewer	10.99	11.73	11.89	12.17
Equipment Operator I - Public Works	10.77	11.54	11.85	11.91
Equipment Operator I - Water	10.77	11.54	11.85	11.91
Equipment Operator I - Sewer	10.77	11.54	11.85	11.91
Storekeeper/Dispatcher	10.99	11.78	11.89	12.17
Cemetery Sexton	11.64	12.49	12.62	12.85
Engineer Assistant	11.64	12.49	12.62	12.85
Water Meter Reader	10.87	11.64	11.75	11.96
Parks and Recreation Service Person	10.77	11.54	11.71	11.91
Water Meter/Service/Repair	10.99	11.78	11.89	12.17
Laborer - Cemetery	9.44	9.96	10.27	10.47
Laborer - Public Works	9.44	9.96	10.27	10.47
Laborer - Water	9.44	9.96	10.27	10.47
Laborer - Sewer	9.44	9.96	10.27	10.47
*Landfill Attendant	7.91	8.47	8.61	8.88
Custodian II	10.87	11.64	11.73	11.97
Custodian (Labor II)	10.77	11.54	11.65	11.91
Clerk II	11.54	12.38	12.55	12.76
Clerk I - City Clerk	11.03	12.30	12.40	12.66
Clerk I - Treasurer	11.03	12.30	12.40	12.66
Clerk I - Data Processing - Accounting	11.03	12.30	12.40	12.66
Clerk I - Receptionist - Water	11.03	12.30	12.40	12.66
Clerk I - Water/Sewer Billing	11.03	12.30	12.40	12.66

Effective July 1, 2001: Add \$.39 to 7/1/2000 hourly rates.

Effective July 1, 2002: Add \$.40 to the 7/1/2001 hourly rates.

*(a) No existing bargaining unit employee will be forced to accept the position at that rate. If an existing bargaining unit employee is assigned to fill the position employee will not receive a cut in pay.

(b) Paychecks. Employees will receive their paychecks by Friday of every other week, representing the bi-weekly pay period ending the preceding Sunday, inclusive.

(c) The Employer agrees to allow one deduction from employee's pay check to be sent to a credit union or to a local bank. This deduction is to be at the option of the employee.

(d) Any full time City employee, who is subsequently laid off, will be rehired at a rate no lower than the Equipment Operator I rate current at the time of rehire.

(e) Biddable assignments: Sander Sweeper, Water Plant Operator Trainee.

**Will be paid \$.10 per step for licenses as required by Michigan Department of Public Health (P.A. #399) as long as being utilized on the job.

(f) Employer agrees to pay all costs associated with CDL.

APPENDIX C
COST OF LIVING

Cost-of-living adjustment shall be made using the July 1, 1974 release of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (all items report) based on 1967=100, U.S. City Average, All Urban Consumers listing.

(a) Cost-of-living adjustments shall be made on the basis of changes in the index; quarterly on the first pay period following the release of the cost-of-living index in April, July, October and January during the life of this Agreement.

(b) For each 0.4 index difference, each hourly employee shall receive an increase or decrease of one cent (\$.01) per hour or whichever is applicable for subsequent payroll periods, provided that the total paid in cost of living shall not exceed five percent (5%) of the average base rate of the employees.

(c) In no event will the decline of Labor Statistics Consumer Price Index go below that of July 1, 1974. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.

(d) The cost of living shall remain dormant for the period of July 1, 2000 through June 30, 2003.

APPENDIX D
TEMPORARY EMPLOYEES

A temporary employee is defined as an employee who is employed by the Employer for a defined, limited period of time which duration is less than ninety (90) working days with a layoff of five (5) working days before they can be recalled. Not to be used to displace or replace any present bargaining unit employees. City can hire all the temporary employees that they may need, however, temporary employees shall only be hired after consent to hire them has been given by the Union.

APPENDIX E
SUMMER WORK HOURS

A. From the 1st of May to September 15 each year the employees working in the DPW, Water and Sewer Department, and the Office personnel (if it is found to be workable based upon the operational needs of the City Hall) will work four days, ten hours per day, the shifts will be Monday-Thursday and Tuesday-Friday to provide five days of service. The starting time may be extended based on snow removal operations only.

B. During the weeks of Holidays, Memorial Day, 4th of July, and Labor Day, the employees shall work three 10-hour days in addition to receiving hours of pay for the holiday (birthdays shall be paid at eight hours).

C. During the ten hour work days a 15 minute break will be allowed in the PM portion of the shift.

D. The work day during ten hours per day shall be from 6:00 a.m. to 4:00 p.m.

E. The coverage for the 4/10's will be determined by each Department with a meeting of the Department Head and the employees. All disputes will be decided by seniority.

F. Sick leave, vacation and personal time, comp time, will be paid at ten hours per day during the 4/10 summer hours. Birthdays shall be paid at eight hours.

G. This Agreement will terminate if the Employer finds there is not sufficient staff to complete tasks needed. Prior to termination, Employer and Union will sit down and review this matter.

H. Employees shall not upgrade from present classification unless they perform the duties of the senior employee.

I. All previous agreements for 5-day coverage remain in place.

APPENDIX F
PRESCRIPTION DRUG PLAN AND ME-TOO CLAUSE

Effective 7/1/00 (or as soon as the plan is in place), the \$10/\$20 PDR will be reimbursed as follows:

Upon receipt from the employee the Employer agrees to reimburse the employee \$5 of the \$10 generic and \$10 of the \$20 brand name PDR.

Effective 7/1/01 the \$10/\$20 PDR Plan will be put in place without reimbursement.

Effective 7/1/00 it is agreed that if a generic drug is deemed unsafe for the patient by a doctor's certification or a generic drug is not available, then the Employer, upon the employee presenting the required proof will reimburse the employee \$10 of the \$20.

The Employer agrees through the life of this Agreement to a me-too clause for all non-union employees of the Employer on the \$10/\$20 PDR, as described above.

**LETTER OF ADDENDUM
BETWEEN
IRONWOOD CITY
AND
IRONWOOD CITY EMPLOYEES' LOCAL #1538
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO**

The undersigned parties agree to adjust the pay scale for Al Rye and his Assistant to a rate of Equipment Repair Worker III per hour for all hours worked. The rate is established for the purpose of compensating them for the carpentry skills performed for the City of Ironwood. Rate to be effective July 1, 2000.

Dated this 1st day of July, 2000.

FOR THE UNION:

FOR THE EMPLOYER:

**LETTER OF ADDENDUM
BETWEEN
IRONWOOD CITY
AND
IRONWOOD CITY EMPLOYEES' LOCAL #1538
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO**

TO CLARIFY "EQUALIZATION OF SCHEDULED OVERTIME HOURS" IN CURRENT CONTRACT.

All overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours worked and/or refused will be posted weekly on the bulletin board. In the event no employees in the appropriate classification are available, employees in other classifications shall be used provided they are able to perform the services required.

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

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

Overtime hours will be computed from July 1 through June 30 of each year. Excess overtime hours will be carried over to each year and is subject to review at the end of each such period.

In the event the work cannot be covered voluntarily, overtime will be required of those in the appropriate classifications.

Dated this 1st day of July, 2000.

FOR THE UNION:

FOR THE EMPLOYER:

ORDINANCE NO. 421, BOOK 4

AN ORDINANCE TO AMEND SECTIONS 1.413(a) and 1.414(b) of CHAPTER 11 (entitled "Pension Plan") OF TITLE I (entitled "Administration") OF THE CODE OF THE CITY OF IRONWOOD, BY ADDING NEW SECTIONS IN PLACE THEREOF AND WHICH NEW SECTIONS SHALL BE DESIGNATED AS SECTIONS 1.413(a) and 1.414(b) OF SAID CHAPTER 11 OF TITLE 1 OF SAID CODE.

THE CITY OF IRONWOOD HEREBY ORDAINS:

CHAPTER 11 - PENSION PLAN

1.413(a). Voluntary Retirement. Section 1.413(a) is entirely deleted and new section 1.413(a) is added in place thereof and to read:

1.413. Voluntary Retirement.

"(a) Any member who has attained or attains age 60 years and has 10 or more years or 55 years and has 20 or more years of credited service may retire upon his written application to the Board setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement he shall receive a retirement allowance provided for in 1.414."

1.414(b). Service Retirement Allowance. Section 1.414(b) is entirely deleted, and new section 1.414(b) is added in place thereof and to read:

1.414. Service Retirement Allowance.

"(b) A pension which when added to his annuity shall provide a retirement allowance which shall equal, but not exceed, the product of the number of years, and fraction of a year, of his credited service multiplied by the sum of 1 percent of the first \$4,200.00 of his final average compensation and 1.5 percent of his final average compensation in excess of \$4,200.00 as to retirants on or before December 31, 1986, and a pension which when added to his annuity shall provide a retirement allowance which shall equal, but not exceed, the product of the number of years, and fraction of a year, of his credited service multiplied by the sum of 1.6 percent of his final average compensation for retirants from and after January 1, 1987, and a pension which when added to his annuity shall provide a retirement allowance which shall equal, but not exceed, the product of the number of years, and fraction of a year, of his credited service multiplied by the sum of 2 percent of his final average compensation for retirants from and after December 31, 1990 and a pension which when added to his annuity shall provide a retirement allowance which shall equal, but not exceed, the product of the number of years, and fraction of a year, of his credited service multiplied by the sum of 2.25 percent of his final average compensation for retirants from and after July 1, 1998."

Adopted and approved by the City Commission of the City of Ironwood, Michigan, the 24th day of August, 1998. This ordinance shall be effective upon its adoption and publication as required by law. This Ordinance pertains to retirant employees of the City of Ironwood, and a copy of it may be inspected or purchased at the City Clerk's office in the Memorial Building on Marquette Street in Ironwood, Michigan, during usual business hours.

THOMAS A. YELICH, MAYOR

ATTEST:

ANITA E. ZAK, CITY CLERK

Published in accordance with provisions of Section 6.4, entitled Publications of Ordinances, of Chapter 6 of the Charter for the City of Ironwood, Michigan, on August 24, 1998.

35