

4/1/95

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BOYNE CITY

AND

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 25

LOCAL 2759, AFL-CIO

1992-1995

*Boyer City*

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AGREEMENT

THIS AGREEMENT entered into this 1<sup>ST</sup> day of April, 1992, by and between the CITY OF BOYNE CITY, hereinafter referred to as the "Employer" and BOYNE CITY EMPLOYEES, CHAPTER OF LOCAL 2759, MICHIGAN COUNCIL NUMBER 25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Unit Description

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and 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 for all regular full-time and regular part-time employees of Boyne City working in the Street Department, Water Department, Cemetery Department, Waste Water Treatment, and the Maintenance Garage, excluding seasonal employees, elected officials, supervisors, department heads and all other employees.

Section 2: Employer Involvement

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

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### Section 3: Non-discrimination

The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or marital status, nor shall the Employer or its agents, nor the Union, its agents, or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

### Section 4: Union Activity

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be entitled to engage in Union activity during working hours. There shall be no Union meetings held on City property unless authorized by the Employer.

- (a) The Union shall have the right to elect or designate one (1) steward to represent the employees who normally work in the Street Department, and one (1) steward to represent the employees who normally work in the Water Department, both of whom shall have completed their probationary period.
- (b) The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- (c) The Union shall be represented by a grievance committee of not to exceed two (2) members, all of whom have completed their probationary period.

### Section 5: Use of Male Pronoun

Wherever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

### Section 6: Modified Union Shop

Current employees and employees hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay a representation fee equivalent to the monthly Union dues uniformly required of Union members effective thirty-one (31) days after the effective date of this Agreement or upon completion of their probationary period, whichever is later.

### Section 7: Dues Check-off

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer's payroll office, the Employer will deduct from their pay, on the first pay period of each month, the monthly Union dues as per such authorization. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Section.

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- (a) 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.
- (b) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

## ARTICLE II - MANAGEMENT RIGHTS

Section 1: 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 vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically limited or abrogated by the terms and provisions of this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation, except for items specifically mentioned in this Agreement;
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) To subcontract or secure auxiliary or volunteer workers to perform bargaining unit work as provided in Sections 3 and 4 of Article XIV of this Agreement;
- (d) To determine the number, location and type of facilities and installations;

- (e) To determine the size of the work force and increases or decreases in its size;
- (f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or the 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;
- (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, provided that the City shall not establish wage rates for a new or changed classification which shall exceed the rate established in Appendix A of this Agreement;
- (j) To perform work which is not currently being performed by bargaining unit employees and/or require employees to perform work currently performed by other City employees;
- (k) To determine lunch, rest periods and cleanup times, the starting or quitting time and the number of hours to be worked.
- (l) To establish work schedules, including shift hours, rotations, days off and shift assignments;
- (m) To discipline and discharge employees for cause;
- (n) To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- (o) To transfer, promote and demote employees from one classification department or shift to another;
- (p) To select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform available work and to periodically evaluate employee's job performance;
- (q) The Wastewater Operators shall be required to perform laboratory work as assigned by supervision.

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## ARTICLE III - GRIEVANCE PROCEDURE

### Section 1: Definition of Grievance

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

### Section 2: Initiating A Grievance

An employee who believes he has a grievance must submit his complaint orally to his department head within two (2) regularly scheduled working days after he has knowledge, or conditions were such that he should have knowledge, whichever is sooner, of the event upon which his complaint is based. The department head shall give the employee a verbal answer within (2) regularly scheduled working days, (Saturdays, Sundays, and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

- (a) FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing on a form supplied by the Union, signed by the employee and presented by the employee's Union representative to the City Manager within five (5) regularly scheduled working days after receipt of the department head's verbal answer. If such written grievance is presented, the City Manager and/or his designated representative shall meet with the employee and the Union representative within seven (7) calendar days thereafter to discuss the grievance. A written First Step answer to the grievance shall be given to the Union representative within seven (7) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and (1) copy by the City Manager.
- (b) SECOND STEP: If the answer at Step One is not satisfactory and the Union wishes to carry the matter further, they shall refer the matter to Council #25. In the event the Council wishes to carry the matter further, it shall, within thirty (30) calendar days from the date the Employer's answer was due in Step One, meet with the Employer in an attempt to resolve the dispute(s).

(c) THIRD STEP: In the event the dispute remains unsettled, it may be submitted to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, provided such submission is made within thirty (30) working days of the Step Two meeting. Failure to request arbitration in writing within such time period shall be deemed a withdrawal of the grievance and it will not be considered further in the Grievance Procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation, application and the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator in his own judgment to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto, unless he had exceeded his authority under this Agreement and if either party feels he has exceeded his authority, they may appeal the arbitrator's decision to a court of competent jurisdiction. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union. The Employer shall bear the cost of the expenses and wages of its representatives and witnesses to the arbitration proceeding and the Union shall bear the expenses and wages of its representatives and witnesses to the arbitration proceeding.

#### Section 3: Time Limits

The time limits at any step of the grievance procedure may be extended only by mutual agreement in writing between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

#### Section 4: Bargaining Unit Grievance

Grievances on behalf of the entire bargaining unit shall be filed by the Union representative and shall be processed starting at the First Step of the grievance procedure, provided said grievance is filed within five (5) regularly scheduled working days of the event upon which it is based.

Section 5: Pay For Grievance Committee

The Union representatives shall suffer no loss of pay from their regular scheduled work for time necessarily spent while attending grievance meetings as provided for in this grievance procedure. However, the Union representatives shall first obtain permission from supervision prior to leaving their duty stations to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority.

Section 6: Definition of Regularly Scheduled Working Days

Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding any holidays recognized under this Agreement.

ARTICLE IV - DISCHARGE CASES

Section 1: Discharge/Grievance Procedure

In the event an employee under the jurisdiction of the Union who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager within two (2) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The Employer agrees to promptly notify the Union representative, in writing, of such suspension or discharge.
- (b) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged events and such filing shall further constitute a release of the Employer from any and all claims or liability by reason of such disclosure.

Section 2: Remedial Rights

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular straight time hourly rate of pay at the time of such discharge or the start of such suspension, less earnings from another job while off, or from unemployment compensation.

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## ARTICLE V - STRIKES AND LOCKOUTS

### Section 1: Conduct on behalf of Union

The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

### Section 2: Conduct on behalf of Individual Employee

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such prescribed activity shall be a proper subject for the grievance procedure.

## ARTICLE VI - SENIORITY

### Section 1: Seniority Defined

Seniority shall be defined as an employee's length of continuous employment with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged, which discharge has not been reversed through the grievance procedure. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff due to lack of work or funds except as hereinafter provided.

### Section 2: Probationary Period

All new employees shall be probationary employees until they have actually worked three hundred sixty (360) hours. The purpose of the Probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for a regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated by the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

### Section 3: Seniority List

The employer will maintain an up-to-date seniority list by department. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names and job titles of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall

appear on the seniority list alphabetically by the first letter or letters of their last name. If two more employees have the same last name, the same procedure shall be followed with respect to their first names. The Chapter Chairman shall be notified of all quits and new hires on a form provided by the Union.

Section 4: Termination of Seniority

An employee's seniority and employment shall terminate:

- (a) If he quits, retires or is discharged, which discharge is not reversed through the grievance procedure.
- (b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall was sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within seven (7) regularly scheduled working days after such notice is sent.
- (c) Is absent for two (2) consecutive regularly scheduled working days without notifying his immediate supervisor or department head prior to or within such two (2) day period of a justifiable reason for such absence.
- (d) When he has been laid off for lack of work for a period of twelve (12) consecutive months.
- (e) If he accepts employment elsewhere while on a leave-of-absence (without having received prior written permission from the Employer) or does not return to work immediately following the expiration of a leave-of-absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave.

Section 5: General Layoff and Bumping Rights

When the Employer determines it is necessary to reduce the size of the work force for any reason or to eliminate a job classification, the Employer shall select the job classification(s) to be reduced or eliminated. The employees within the classification in which there is to be a temporary reduction, in order of seniority, shall be given the option to elect to take a voluntary layoff in lieu of laying off the least senior employee. Should the senior employees decline to take voluntary layoff, the following procedure shall be followed: Employees on job probation periods or employment probation within the classification(s) shall be the first removed therefrom. Thereafter, the employee(s) with the least amount of seniority within the job Classification(s) being reduced shall be the ones removed therefrom, provided the

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remaining employees have the present ability, skills and other necessary attributes to satisfactorily perform the required work in such classification. The employee(s) removed from the job classification may bump an employee in any lower paid classification with less seniority, whose job he has the then present ability, skills and other necessary attributes to satisfactorily perform without trial or training. In bumping under the provisions of this Section, the bumping employee may be required to bump an employee with the least seniority in the job classification into which he bumps. An employee who is bumped from a given classification by a more senior employee, may exercise his seniority to bump an employee in any lower paid classification with less seniority, whose job he has the then present ability to perform without trial or training.

- (a) Recalling employees to work within a classification following a layoff shall be in the inverse order of the layoff, provided the employee has the ability to satisfactorily perform the work required.

#### Section 6: Filling Job Vacancies

When it is necessary to fill a new, regular full or part-time job classification or a regular full or part-time vacancy in an existing job classification, such regular full or part-time opening or vacancy shall be posted on the appropriate bulletin boards for a period of three (3) regularly scheduled working days during which time employees may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting, the one who best meets the minimum requirements shall be awarded the job. If Management determines two (2) or more bidding employees meet the minimum requirements of the job and have the required abilities to relatively the same extent, the employee with the most seniority will be awarded the job. If, among those who bid therefore Management determines there are none who have the present ability to perform the work involved, then the senior bidding employee who appears to have the ability to readily learn to satisfactorily perform the job requirements shall be awarded the job and shall be given a trial or break-in period of not to exceed ten (10) regularly scheduled working days. If there are no bidders or if Management determines among those who bid, there are none who appear to have the ability to easily learn to satisfactorily perform the job requirements as above provided, the Employer shall be free to hire new employees for such classification.

- (a) When an employee is awarded a job under this section, he shall be on job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the minimum requirements of the job during the first six (6) months of work in the new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding.

- (b) An employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. An employee who is removed from a job classification for which he had bid because of his inability to satisfactorily perform the requirements thereof as provided in subsection (a) above shall be ineligible to bid for another job during the six (6) month period following the date of the set-back.

Section 7: Promotion to Out of Bargaining Unit

When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall continue to accumulate seniority for a period of up to six (6) months, so long as he remains an employee of the City. If said employee is subsequently removed from such supervisory or other job during said six (6) month period for any reason other than being discharged by the City, such employee shall be allowed to exercise his seniority within the bargaining unit to return to the job from which he was transferred or promoted. After six (6) months, the employee shall forfeit all seniority within the bargaining unit and shall have no contractual right to return to the unit.

Section 8: Temporary Transfer

The Employer shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification and/or department to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees, irrespective of their seniority status, to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) consecutive calendar days.

- (a) When an employee is temporarily transferred from one job classification and/or department to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification, unless he is transferred for a period of more than one (1) hour to a job classification for which the maximum of the rate range is higher, in which event, he shall be paid for the duration of such transfer the salary rate of the higher class as if he had been permanently promoted to said job.

Section 9: Job Assignments

It is understood and agreed that the actual day-to-day job assignments within a classification will remain the responsibility of the City.

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Section 10: Transfer because of Health

By mutual agreement of the Employer and the Union, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned to an open job he is capable of satisfactorily performing.

Section 11: Chapter Chairman Layoff

The Chapter Chairman shall be the last employee to be laid off from work and first employee recalled to work following a layoff provided he has the ability to satisfactorily perform the available work and that he exercise his actual seniority before using his superseniority.

ARTICLE VII - LEAVES OF ABSENCE

Section 1: Personal Leave

The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2: Medical Leave

A regular full or part-time employee who, because of illness, accident, or pregnancy, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for not to exceed one (1) year, provided he promptly notifies the Employer of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician (medical doctor) of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3: Military Leave

A regular full or part-time employee who enters the military service of the United States by draft on enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: Union Business Leave

Employees who are elected or selected to attend functions of the International Union and/or Michigan Council #25 such as conventions, safety conferences, and education conferences shall be allowed time off without pay and without loss of seniority for a period of not to exceed a total accumulation of seven (7) calendar days in any twelve (12) consecutive month period provided that two (2) weeks advance notice in writing is given to the City Manager of the desired time off and the employee's absence will not work an undue hardship on the operational needs of the City.



Section 5: Application for Leave

Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by his department head in order to preserve the employee's job rights during such leave.

ARTICLE VIII - HOURS OF WORK

Section 1: Normal Work Day/Work Week

The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday. The normal shift time shall be from 7:00 a.m. until 3:30 p.m. (actual local time) with one-half (1/2) hour unpaid lunch period. However, nothing contained herein shall be construed to prohibit the Employer from effectuating a work force reduction in accordance with the terms of this Agreement.

- (a) During the year the Employer may, upon giving five (5) working days notice, establish an earlier starting time of up to three (3) hours from that set forth above. Said change shall not take place more than twice in any one (1) year.
- (b) Employer may, from 1 April through 15 November, with five days advanced notice to the Union, change the starting time of the cemetery workers by one hour to reflect normal daylight hours of work. Said change shall not take place more than twice in any one year.

Section 2: Rest Periods

Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the critical or urgent aspects of the job then being performed have been completed.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift unless otherwise excused, except as above provided and except for the one-half (1/2) hour unpaid lunch period at or near the midpoint of their eight (8) hour shift.
- (b) Employees shall be required to accurately record their own time "in" at the start of their shift, "out" at the end of their shift, and at any time during their shift that they leave the employment of the City.

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### Section 3: Mandatory Overtime

The Employer shall have the right to schedule that amount of overtime which is necessary to meet the operational requirements of the City. It is understood and agreed the Employer will endeavor to equalize the opportunity to work overtime as equally as possible among the employees in the same classification within their department over a twelve (12) month period of time (January 1 through December 31). Employees who are given the opportunity to work overtime and refuse to work the same, shall be charged the average number of overtime hours worked by other employees during that call-out period. Each department shall keep their own overtime list which shall be posted and kept up to date on a weekly basis and those employees who are low on overtime hours will be expected to make themselves available for overtime work.

### Section 4: Definition of Temporary/Seasonal Employees

Temporary employees shall be defined as those employees who are hired for periods of time not to exceed ninety (90) calendar days. Seasonal employees shall be defined as employees who are hired to care for a seasonal facility such as a marina or ice rink, but excluding the cemetery facility or to perform seasonal tasks which require the hiring of employees for a period of one hundred twenty (120) days. It is understood that the provisions of this Agreement entered into between the parties does not apply to temporary and seasonal employees.

### Section 5: Shifts

The Employer shall have the right to establish a second and third shift in any department it deems necessary. If the Employer establishes such shifts, the first shift shall be a shift that starts between the hours of 4:00 a.m. and 8:59 a.m. The second shift, if established, shall be a shift which starts between the hours of 9:00 a.m. and 7:59 p.m. The third shift, if established, shall start between the hours of 8:00 p.m. and 3:59 a.m.

- (a) A shift premium of ten cents (\$0.10) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second or afternoon shift. A shift premium of fifteen cent (\$0.15) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third or night shift. This provision applies only to employees who are regularly scheduled to work a given shift and not to employees called in.

### Section 6: Four Day Work Week

At the City's inception, and with concurrence of the Union, the City may change the standard work week from five-day/8 hours per day to four-day/10 hours per day work week. Overtime on the four-day work week would commence after the tenth hour of work or 40 hours per week. Shifts would have to overlap to cover all days, Monday through Friday.

## ARTICLE IX - WAGES

### Section 1: Classification & Rate Ranges

The job classifications and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

### Section 2: Fair Day's Work

It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

### Section 3: New Job Classification

If, during the life of this Agreement, a new job classification is created or the job content of an existing job classification is substantially altered, the City Manager shall notify the Union of the job title, job duties and the rate range applicable prior to being approved by the City Council. In the event the Union requests, within five (5) working days of notification, the rate shall be subject to negotiations.

### Section 4: Call-in Time and Pay

When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than two (2) hours at the time and one-half (1 1/2) his straight time pay for the work so performed. This provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter or to call-ins not separated by two (2) hours.

### Section 5: Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he performs jury duty and on which he otherwise would have been scheduled to work for the City, shall be paid the difference between what he received from the court as daily jury duty fees and what he would have earned from his employment at the City on that day on the basis of the number of hours the employee was scheduled to work at his regular rate of pay. The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year. In order to receive the payment above referred to, an employee must give his immediate supervisor prior notice that he has been summoned for such jury duty and the days for which he claims such payment. The provisions of this section are not applicable to an employee who, when excused from jury duty, does not report back to work if there are more than two (2) hours left in the employee's regular work day.

### Section 6: Part-time Employee Benefits

Regular part-time employees working twenty (20) hours or over per week but less than forty (40) hours shall be covered by all the terms of the Agreement, pro-rated on the basis of the number of hours they are normally employed.

Section 7: Christmas Bonus

Any employee who has completed one (1) full year of employment with the Employer as of December 15th shall be paid a Christmas Bonus of twenty-five dollars (\$25.00).

ARTICLE X - HOLIDAYS

Section 1: Holidays Defined

The following days shall be recognized as holidays upon which the Employer will not normally schedule work: New Year's Day, one half (1/2) day on Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. If any of these holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. If any of these holidays occur on a Sunday, the following Monday shall be recognized as the holiday.

Section 2: Holiday Pay

Regular full or part-time employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday. Part-time employees shall receive holiday pay pro-rated on the basis of the number of hours they are normally scheduled to work. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid time and one-half (1 1/2) his straight time hourly rate for the hours so worked and shall receive the aforementioned applicable holiday pay in addition thereto.

(a) To qualify for holiday pay as specified above, an employee must have worked all of the scheduled hours on the last scheduled work day preceding the holiday and all of the scheduled hours on the last scheduled work day following such holiday, (1) unless such day or days occur during his regular scheduled vacation or during his approved compensatory time off, (2) unless his absence on such day or days is due to an illness or injury, the start of which absence occurred prior to seven (7) Calendar days immediately preceding such holiday, or (3) unless his absence on such day or days is due to a death in his immediately family, which death occurred within the three (3) calendar days immediately preceding such holiday, and (4) unless he is excused from either or both of such days in writing by the City Manager.

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ARTICLE XI - VACATIONS

Section 1: Eligibility Amount

Regular part-time employees who have completed one (1) or more years of continuous employment with the Employer since their last hiring date shall be entitled to their pro-rata share of paid vacation in accordance with the number of hours they are normally scheduled to work. Regular full-time employees who have completed (1) or more years of continuous employment with the Employer since their last hiring date shall be entitled to paid vacation as hereinafter set forth:

<u>Years of Service</u>	<u>All Employees Number of Paid Days</u>
1 year	5 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

Section 2: Vacation Pay

A week of vacation pay as provided for in Section 1 above shall equal forty (40) hours of pay at the employee's straight time hourly rate as of the date of vacation. One (1) day of vacation pay shall equal eight (8) hours of pay at the employees straight time hourly rate as of the date of vacation.

Section 3: Restrictions on Taking Vacation

Employees who are eligible for two (2) or more weeks of vacation must take at least five (5) consecutive days off from work during each year. The remaining vacation days may be taken one at a time, if it is convenient to the department head involved, and provided the affected department head approves of such use.

Section 4: Vacation Paychecks

Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written request therefor to their supervisor at least ten (10) working days in advance of the start of such vacation.

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J.M.C.*

- (a) The Employer shall determine the number of employees who can be excused for vacation purposes at any one time.
- (b) If two (2) or more employees request permission to take their vacation at the same time, and both or all cannot be spared from work at the same time, as among those who made their request for vacation time off prior to March 1 of that year, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to March 1 of any year, preference shall be given in order of receipt by the Employer of the written request for vacation time off on a form provided by the Employer. In the event the employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

#### Section 5: Accumulation of Vacation

One (1) week of vacation and vacation pay may be cumulative from year to year. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances.

#### Section 6: Vacation Pay upon Termination

If an employee, who is otherwise eligible for vacation with pay, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits without giving two (2) weeks advance notice or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the Pension Plan or dies prior to such anniversary date he, or in the latter case, his designated beneficiary, shall receive a pro-rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

### ARTICLE XII - INSURANCE AND PENSION

#### Section 1: Medical Insurance

City will pay entire cost of BC/BS CMM-250 Insurance Premium as of 5/1/92 including deductibles of \$250/500 and 20% up to a total of \$1,000/family after initial deductible has been met. By mutual agreement of AFSCME and the City, this benefit change to a CMM-250 Policy coverage will become effective on May 1, 1992. Changes in this coverage include a required \$5 prescription co-pay card, and unchanged dental coverage. Future increased premium costs will be shared on a 80% City, 20% Employee basis.

Because the City offers optional coverages, HMO or PPO, the Blue Cross CMM 250 rate as of 5/1/92 will be applied toward the employer's share of optional HMO or PPO cost. Employee is to pay the difference. In future years, the 5/1/92 base costs plus 80% of the increase in Blue Cross CMM-250 will be applied toward the Employers share of optional HMO or PPO cost.

Section 2: Pension Benefits

Effective May 1, 1992, the Employer will provide Municipal Employees' Retirement System (MERS) benefit program B-2 with rider F-55/25, with the premium to be shared 20% by employee and 80% by employer.

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ARTICLE XIII - PAID SICK DAYS

Section 1: Accumulation

Regular full-time employees shall accumulate paid sick leave credits on the basis of one (1) sick day per month. Regular part-time shall accumulate sick leave credits on a pro-rata bases to the number of hours they are normally scheduled to work. For the purpose of determining the amount of paid sick leave credits earned by an employee, time spent on approved vacation leave, and sick leave for which the employee was paid hereunder, shall be considered as time worked.

- (a) Unused paid sick leave credits may be cumulative from year to year to a maximum of ninety (90) days.

Section 2: Qualification

In order to qualify for sick leave payments, the employee must call the Police Department not later than one-half (1/2) hour prior to the normal starting time on the first day of such absence and each subsequent day thereafter regardless of duration, unless the circumstances surrounding the absence makes such reporting impossible or impracticable on subsequent days, in which event, such report must be made as soon thereafter as possible.

- (a) The Employer may, for good cause, require medical proof of the necessity for said sick leave, including absences of a frequent recurring nature, in which event the involved employee shall be required to produce a statement from a certified doctor certifying to the necessity for any subsequent absence.
- (b) An employee who makes a false claim for paid sick leave or who falsely calls in sick or in some other manner indicates or causes to have indicated a false illness or inability to work shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

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Section 3: Eligibility

Qualified employees shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to his non-duty incurred illness or injury, provided such injury or illness was not attributable to the intemperate use of alcoholic beverages, drugs, or was not attributable to causes occurring while performing work for which he is paid by someone other than the City, or;
- (b) When an employee's absence from work is necessitated because of his illness or injury arising out of or in the course of his employment by the City and which is compensative under the Michigan Worker's Compensation Act, he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the days on which such necessary absence occurred.

Section 4: Sick Leave Pay

One (1) day of paid sick leave for regular full-time employees shall be the equivalent of eight (8) hours of pay at the rate applicable to the employee's regular full or part-time job classification assignment at start of the absence for which compensation is requested. One (1) day of paid sick leave for regular part-time employees shall be equivalent to the number of hours they are normally scheduled to work at the rate applicable to the employee's job classification assignment at the start of the absence for which compensation is requested.

- (a) Whenever sick leave payments are made under this Article, the amount of such payment shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5: Bonus or Personal Days

Employees not using sick leave days during a calendar year will be given the following bonus or personal days off during the following year:

Sick Leave Days Taken

Personal Days Earned

0- 3 days	3 days
4- 6 days	2 days
7-12 days	0 days

Section 6: Funeral Leave

Employees who, at the time, have completed their training period shall receive eight (8) hours of pay at their regular straight time hourly rate of pay for each regularly scheduled working day (Monday through Friday, excluding any of the holidays specified in Section 1 of Article IX of this

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Agreement) necessarily lost from work, not exceeding three (3) days, due to death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, grandparents, child, brother and sister. The three days above referred to shall end with the day of the funeral and to be eligible for such pay, the employee must attend the same. Employees shall be entitled to one (1) day of funeral leave to attend the funeral of a brother-in-law, sister-in-law or grandchild. In the event the funeral takes place in excess of five hundred (500) miles from the City of Boyne City, additional time may be allowed depending upon the circumstances involved.

#### ARTICLE XIV - GENERAL

##### Section 1: Rules and Regulations

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure in this Agreement.

##### Section 2: Bulletin Board

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

##### Section 3: Supervisors/Non-bargaining Unit

Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisors and other non-bargaining unit employees for the performance of work performed by bargaining unit employees in the same manner, under the same or similar circumstances and to the same extent that such work was performed by such people prior to the execution of this Agreement. It is likewise understood and agreed that the City may use volunteer workers or workers referred by various State agencies or courts to perform bargaining unit work as well as participate in federal or state funded programs. Such employees will not be in the bargaining unit. However, it is understood and agreed that the use of these employees shall not directly result in the layoff of bargaining unit employees, although it is understood that bargaining unit employees may be laid off at the time these workers are being used by the City.

#### Section 4: Subcontracting Work

The Employer shall have the right to subcontract work normally performed by bargaining unit employees when the Employer deems said subcontracting prudent. However, subcontracting shall not be the direct cause for any layoff of bargaining unit personnel, but it is mutually agreed that employees might be laid off at the time of subcontracting, such as cemetery employees, and that the subcontracting shall not be in violation of this Section so long as the layoff was not directly attributable to the subcontracting.

#### Section 5: Invalid Provisions

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### Section 6: Elimination of Past Practices

It is understood and agreed that this Agreement supersedes any rules, regulations or practices of the Employer which are contrary to or inconsistent with the terms and provisions contained herein.

#### Section 7: Safety Committee

A safety committee composed of a Union Steward, the City Manager and the City's Maintenance Chief shall meet when necessary for the purpose of reviewing safety complaints which have been submitted in writing to the City Manager and correcting any unsafe conditions if reasonably possible. Any employee who deems an unsafe condition exists shall fill out a safety form and submit one (1) copy to his department head, one (1) copy to the City Manager and one (1) copy to the Union Steward.

#### Section 8: Working Foremen

If the Employer, in its judgment, deems it necessary to utilize working foreman, it shall have the right to select whomsoever it deems best qualified to act in such capacity and said employee(s) shall be paid forty cents (\$0.40) per hour in addition to his regular straight time hourly rate while acting in the capacity of working foreman. An employee acting as working foreman in the Light Equipment Operator classification shall be paid thirty cents (\$0.30) per hour in addition to his regular straight time hourly rate while acting in the capacity of working foreman.

#### Section 9: Job Performance

The Union agrees that its members will perform efficient services, and use its best efforts to protect the property and interests of the Employer, and will cooperate with the Employer in the performance of their duties.

Section 10: Joint Labor/Management Committee

A joint labor/management committee will be formed to investigate Health Care Coverage for Retirees and those on layoff. Two Administration members, two union members and one member of the police department to serve on committee.

Section 11: Observance of Safety Rules

City Employees shall observe all safety rules that are required by Management.

ARTICLE XV - SPECIAL CONFERENCES

Section 1: Procedures

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer after written request therefore is made by either party subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month unless the Union and the Employer agree to hold one at a lesser interval.
- (b) Such meetings shall be attended by the Chapter Chairman of the Local Union and a member of Michigan Council #25 or International Representative, the City Manager and/or other designated representatives of the Employer.
- (c) There must be at least fourteen (14) calendar days advance written notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. Discussions at special conferences shall be limited to the items set forth in the agenda.

ARTICLE XVI - DURATION

THIS AGREEMENT shall become effective as of the date of its execution and shall remain in full force and effect until 12:01 a.m. the 1st of April 1995, and from year to year thereafter unless either party hereto serves upon the other a written notice of the desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to any subsequent automatic renewal period.

The authorized representatives of the parties hereto have executed this Agreement in Boyne City, Michigan, this First (1<sup>st</sup>) day of April, 1992.

BOYNE CITY EMPLOYEES CHAPTER OF LOCAL 2759, MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

James A. McLaughlin DATE 5/29/92  
James H. Johnson DATE 5/29/92  
John E. Bush DATE 5/29/92  
DATE \_\_\_\_\_

CITY OF BOYNE CITY

W. Randolph Frykberg DATE 5-29-92  
Sue Hobbs DATE 5-29-92  
Carolyn Olsen DATE 5-29-92  
DATE \_\_\_\_\_

WRF  
JML

APPENDIX A

BOYNE CITY

JOB CLASSIFICATIONS AND RATES OF PAY

Effective April 1, 1992

<u>Job Classification</u>	<u>EFFECTIVE DATE</u>		
	<u>4/1/92</u>	<u>4/1/93</u>	<u>4/1/94</u>
Mechanic	\$11.43	\$11.77	\$12.12
Repair Categories - \$0.05/license			
Wastewater Operator	\$11.22	\$11.54	\$11.87
Class L.....	\$0.10		
Class D.....	\$0.20		
Class C.....	\$0.30		
Class B.....	\$0.40		
Class A.....	\$0.50		
Water Operator	\$10.57	\$10.89	\$11.22
D4,S4,F4....	\$0.10 per license		
D3,S3,F3....	\$0.15 " "		
D2,S2,F2....	\$0.20 " "		
D1,S1,F1....	\$0.25 " "		
Heavy Equipment Operator	\$10.57	\$10.89	\$11.22
CDL A.....	\$0.20		
CDL B.....	\$0.10		
N Endorsement...	\$0.10		
H Endorsement	\$0.10		
Light Equipment	\$10.15	\$10.45	\$10.76
Maintenance	\$ 8.69	\$ 8.95	\$ 9.22
Laborer	\$ 8.09	\$ 8.33	\$ 8.58
Applicable License Pay			
Cap Increase	\$ 0.10	\$ 0.30	\$ 0.50

Section 1: All new employees hired into the bargaining unit after April 1, 1992 shall receive \$1.50 per hour below the above wage scale for six (6) months from their date of hire; \$1.00 per hour below for their next six (6) months; and \$0.50 per hour below for their next six (6) months. After completing eighteen (18) months of employment the employee shall receive the full wage rate.

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J.M.*

Section 2: There shall be no pyramiding of licenses. For example, D-3 replaces D-4. Certain license incentives shall be available across classifications, if applicable, by mutual agreement of the employer and the Union. In the event State or Federal regulations mandate changes in licensing, incentive shall be subject to negotiation.

WRF 5-22-97  
J.M.C.

LETTER OF UNDERSTANDING

An employee called in early may exercise the right to utilize compensatory time off at the rate of 1 1/2 hours for every overtime hour worked in lieu of overtime pay, with approval of supervisor.

WKF 5-29-92

JML.