

6/30/94

DEPARTMENT OF PUBLIC WORKS

1991 -- 1994 CONTRACT

Iron Mountain, City of

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AGREEMENT

INTRODUCTION:

This Agreement between the City of Iron Mountain, (hereinafter referred to as the "Employer") and the Iron Mountain City Employee's Local #1176, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union") entered into this 1st day of July 1991, shall remain in full force and effect until midnight June 30, 1994.

PURPOSE AND INTENT.

The general purpose of the 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.

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 I. RECOGNITION (Employees Covered).

Section 1. 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 full-time and part-time employees of the Public Works Department, excluding foremen and seasonal employees employed through the use of federal funds, which does not require equal treatment underneath the government appropriation."

Section 2. Within the confines of this Agreement the Employer has the right to hire, schedule, assign, transfer, promote, suspend, discipline and discharge for proper cause. The Employer may lay off because of lack of work, recall and otherwise direct the working force within the terms of this Agreement.

Section 3. The Employer agrees that it will not interfere with the rights of its employees to become members of the Union and that neither the City nor any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Union. The Union shall not discriminate against employees because of membership or non-membership in the Union.

ARTICLE II. UNION-MANAGEMENT RELATIONS.

Section 1. All collective bargaining, with respect to wages, hours, working conditions, and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the City.

Section 2. Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

Section 3. The Union, its officers, agents and members agree that during the duration of the Agreement there shall be no strikes, sit-downs, or any acts of any kind or form whatsoever peaceable, that would interfere with the operations of this City. If any of these things take place, they shall be sufficient grounds for discharge. The Employer agrees that for the duration of this Agreement there shall be no lockouts.

ARTICLE III. 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 sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of the Agreement.

c). Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

ARTICLE IV. DUE 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 Union dues deduction shall remain in full force and effect during the 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). See attached.

ARTICLE V. 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 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 III of this contract.

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

d). See attached.

ARTICLE VI. 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 the designated officer of the

Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

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

d). The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the Union as monthly dues.

Or

() An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union _____.

By: _____
Print Last Name First Name

Address Zip Telephone

Department Classification

Signature Date

ARTICLE VII. DEFINED PROBATIONARY, REGULAR, PART TIME AND SEASONAL EMPLOYEE.

Section 1. An employee who has completed a minimum of sixty (60) days service may become a member of the Union and those new employees who have reached regular employment status shall become members in the Union, or pay a service fee equivalent to Union Dues to the Union.

Section 2. A probationary employee is one who has less than six months of service. A probationary employee who has broken his service at his own request or actions shall forfeit his time worked towards his regular status. 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 this agreement, except discharged or disciplined employees for other than Union activities.

Section 3. Part-time and seasonal employees hired to perform regular seasonal work such as summer cemetery labor, recreation maintenance, and general lawn maintenance shall not be required to become members of the bargaining unit providing they are in addition to the regular work force and are not utilized to displace or replace regular bargaining unit position.

ARTICLE VIII. SENIORITY.

Section 1. Seniority shall consist of accumulated paid service with the City; seniority shall not be lost because of sick leave, as defined, or because of temporary layoff, or an approved leave of absence and service duty.

Section 2. Seniority shall be in effect after the probationary period of an employee and then shall be computed from the first date of hire. If there is a dispute on seniority between employees who have the same date of hire, the dispute shall be settled by lot, using a method satisfactory to the City and the Union.

Section 3. Wherever seniority is used relative to a condition of employment, such as layoff, promotion, transfer, assignment, increment, vacation, sick leave, holidays, retirement, and others, seniority shall be counted from the first day of hire unless specifically stated otherwise in the appropriate sections of this Agreement.

Section 4. All job openings within a department will be posted within seven (7) working days on all department bulletin boards for at least eight (8) work days. This shall include newly-created jobs or vacancies caused by retirement, quitting, discharge, or death and the training of personnel. The Unit Chairman and Unit Secretary shall receive copies of such postings and shall be responsible for notifying absent workers for reasons such as vacations, sick leave, etc. Any man requesting consideration to fill a posted job will list his name and the date of hire for computing his seniority. All jobs shall be filled within ten (10) days after the conclusion of the posting period. The new employee shall receive a trial period not to exceed thirty (30) days actually working in the new position during which time he shall receive the rate of the job that he is performing. If the employee does not prove satisfactory on the new job during the

trial period, he may be returned to his previous classification before the termination of said trial period. When an opening has been bulletined for said period of eight (8) successive work days, and if no regular employee bid on the open position, the Employer retains the right to make temporary transfers for a maximum of ten (10) days, at which time the employer will be expected to have a permanent employee in the transferred position. The employee transferred under the above circumstances will be paid the rate of the classification to which he was transferred, or his own rate, whichever is the greater, for all hours worked during such temporary transfer.

The most senior employee applying for a position shall be awarded the job providing he possess reasonable ability and is able to perform the work. When there is more than one applicant with equal ability, seniority shall prevail.

Vacancies shall be first awarded to the most senior employee who possesses the ability in the department. If there are no applicants within the department, the vacancy shall be awarded to the most senior employee who possesses the ability within other departments within the described bargaining unit. Departments are defined for the above article as Water, Street, and Cemetery Departments.

Section 5. Temporary assignment to higher classified jobs will be according to seniority unless in the case of extreme emergency, or when the measure of production is seriously and immediately affected.

Section 6. If an employee quits his job with the City and is subsequently employed by the City after the date of termination, seniority shall be counted from the date of which he is rehired. This section applies to employees hired after July 1, 1978.

Section 7. An employee who is promoted or transferred to a position with the employer outside of the bargaining unit may return to the bargaining unit within six (6) months of such promotion or transfer. If, during the six (6) month period, the employee decides he no longer desires to be in the position or if management decides the employee is unable to perform the duties of his position satisfactorily to their expectations, the employee will be returned to his previous classification in the bargaining unit without loss of seniority or benefits.

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

Section 1. The forty (40) hour week shall be based on five (5) consecutive eight (8) hour days, Monday through Friday, in the Street Department, Water Department, Cemetery and Motor Pool from 7:00 a.m. to 3:30 p.m.

Section 2. When an employee is called in for extra work other than his regular shift, he shall receive the rate of time and one-half, and he shall be guaranteed a minimum of two (2) hours pay. The pay will start effective with time recorded on the time card.

Section 3. There may be a variance in the starting and quitting times of jobs in any seven (7) day operation to make the shift compatible to their service required; however, there shall be no split shifts, except the City Hall custodian.

Section 4. (Water Department Employees Only.) Overtime shall be divided equally among all bargaining unit members and shall be assigned on a seniority basis. Employees who are unavailable or refuse overtime shall be charged with the actual number of hours worked during such overtime period.

Section 5. Any employee who reports late for this regularly scheduled shift shall be penalized as follows:

1st offense	Oral reprimand
2nd offense	Written reprimand
3rd offense	One-half (1/2) day suspension without pay
4th offense	One (1) day suspension without pay
5th offense	Five (5) day suspension without pay
6th offense	Thirty (30) day suspension without pay
7th offense	Discharge

If an employee works for one (1) year without any infractions of this section, any previous offenses will be removed from his record. An employees liability under this section shall be limited to three (3) years after the first infraction occurred at that time all prior infractions shall be expunged from his record.

ARTICLE X. CLASSIFICATIONS AND MINIMUM HOURLY RATES.

Section 1.

TITLE	7-1-91 to 6-30-92	7-1-92 to 6-30-93	7-1-93 to 6-30-94
Laborer	\$10.10	\$10.50	\$10.97
Custodian-City Hall	10.10	10.50	10.97
Light Equipment Operator	10.36	10.77	11.25
Heavy Equipment Operator	10.74	11.17	11.67
Extra Heavy Equipment Operator	11.34	11.79	12.32
Maintenance	10.74	11.17	11.67
Electrician	10.74	11.17	11.67

Sewerman	10.74	11.17	11.67
Mechanic	11.34	11.79	12.32
Cribman	10.84	11.27	11.78
Utility Man	10.74	11.17	11.67
Cemetery Grounds Man	11.34	11.79	12.32
Meter Reader-Water Department	10.84	11.27	11.78
Water Department Utility Man	10.84	11.27	11.78
"Job Classification" - Welder	11.34	11.79	12.32
Water Dept. Extra Heavy Equip Op.	11.34	11.79	12.32

Section 2. Payday will be every Friday.

Section 3. Longevity payments shall be made on December 1st of each year determined by length of service as of the previous June 30th based on the following schedule:

<u>Employees Hired Prior to 07-01-89</u>		<u>Employees Hired After 07-01-89</u>	
<u>Years of Service</u>	<u>Longevity</u>	<u>Years of Service</u>	<u>Longevity</u>
3 - 5 Years	\$200.00	3 - 5 Years	\$200.00
6 - 8	400.00	6 - 8	400.00
9 - 11	600.00	9 - 11	600.00
12 - 14	800.00	12 - 14	800.00
15 - 17	1,000.00	15 - 17	1,000.00
18 - 20	1,200.00	18 - 20	1,200.00
21 - 23	1,400.00	21 - 23	1,400.00
24+	8.0%	24+	1,600.00

For the purpose of computing longevity, the pay differential as listed in Article XXII Section 18 shall be added to the employee's base rate provided that the employee has received the same differential for 6 months or more during the year.

Section 4. When an employee is assigned to work in a higher classification due to vacation, sick leave, etc., he shall receive the rate of the higher classification while so engaged in such work.

Section 5. Employees hired after July 1, 1986 will receive \$1.20/hour below the base rate of the employees classification for a limited period of time based on the following schedule:

<u>Term</u>	<u>Add Back</u>
60 days from date of hire	.20/Hour
6 months from date of hire	.25/Hour
1 year from date of hire	.25/Hour
2 years from date of hire	.25/Hour
3 years from date of hire	.25/Hour

If during this time an employee's base rate changes, the reduc-

tion will be made from the employees new rate.

ARTICLE XI. INSURANCE.

Section 1. The City will pay for full coverage of Michigan Blue Cross/Blue Shield Comprehensive Hospital Care, Master Medical Option II, MVFI, PD(300), Preferred Dental with CR-50, OS-50, and MBL 1000, Blue Complementary with BS-65-G1 and Vision Care. With Riders D-45NM, COB-3, PD-MAC, GCP-D, SD, FC, MMC-PD, SAT II, GPC-II, and SOT, for all employees and their dependents (spouse and children under nineteen (19) years) according to Blue Cross regulations. The City shall have the right to seek equivalent or better medical insurance coverage. Selection of the insurance carrier and associated coverage shall be by mutual agreement of the City and bargaining unit.

Section 2. The City will pay the cost of full coverage of Michigan Blue Cross/Blue Shield (as defined in Section 1) for all employees retired in accordance with the appropriate section of complied laws of Michigan as amended. Retirees retired prior to July 1, 1989, shall retain the prescription drug \$2.00 co-payment certificate.

Section 3. The City will pay the full cost for prescription drug group benefit certificate, PD300, with \$3.00 co-payment. Effective July 1, 1989.

Section 4. The City will implement the predetermination program, effective July 1, 1989.

Section 5. The City will pay the full cost of \$2,000.00 life insurance. All employees may elect to obtain an additional \$2,000.00 of life insurance at no cost to the City.

ARTICLE XII. RETIREMENT PLAN.

The City will continue to participate in the Michigan Municipal Employee's Retirement System under Public Act No. 135 of 1945, as amended, or hereinafter amended. The Employer shall provide coverage under Plan C-2. It shall make any changes as required by amendment of the Act which will make it compulsory upon the City to adopt and approve, when such is approved to be a part of this agreement. The employer agrees to bear all costs associated with Plan C-2.

Effective January 1, 1988, employees will be covered under Plan B-3 with F55(25) rider. The employer will bear the cost increase associated with changing the plan from C-2 to B-3.

ARTICLE XIII. ANNUAL LEAVE (VACATION/COMPENSATION)

The following schedule will be used in granting paid vacations to

employees on a seniority basis any time between January 1st and December 31st. First year shall be based on prorated time earned prior to December 31st; thereafter, vacations shall be applied for by April and shall be completed by December 31st, except in authorized cases, but in no case will payment be made for unused vacation.

After completion of:

1 year's service	5 days
2 year's service	10 days
6 year's service	13 days
10 year's service	18 days
15 year's service	23 days
20 year's service	28 days
25 year's service	30 days
30 year's service	33 days

Vacation days for each calendar year will be based on the years, months, and hours of service accumulated through December 31st of the previous calendar year.

Vacation accumulation shall be based upon the employee's anniversary date. Commencing January 1st of the year in which the employee's anniversary date increases his vacation accumulation, he shall be credited with such increase.

Employees who terminate their employment with the City shall be reimbursed for their vacation on a prorated basis up to the date of termination.

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

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

c). If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation. To qualify for payment in lieu of vacation the employee will be required to provide the employer with written certification of the nature and term of the incapacity signed by a licensed physician.

ARTICLE XIV. LEAVE WITHOUT PAY.

Section 1. A full-time employee may be granted a leave of absence without pay by the City Council for a period of sixty (60) days and may be granted one (1) renewal of like duration:

- a). By reason of physical disability.
- b). Because of reasons sufficient in the opinion of the City to warrant such a leave.
- c). An employee on leave of absence will be required to pay his own Blue Cross and Hospitalization under the City Group Plan.
- d). A full-time employee may be granted a leave of absence of six (6) months for educational purposes only.

Section 2. An employee granted a leave of absence hereunder shall be restored to his position on the expiration of his leave, or if approved by the City Manager, before his expiration thereof.

ARTICLE XV. ABSENCE WITHOUT LEAVE.

Section 1. All employees taking leave for one (1) day will notify the Foreman one (1) day prior to such leave, if possible, or before 7:00 a.m. on the date of absence.

Section 2. Any employee who is absent from work for three (3) consecutive days without specific authorization therefore shall be deemed to have resigned from the City and to have vacated his position unless a leave of absence is subsequently granted under any of these rules and regulations.

Section 3. The failure of an employee to report at the expiration of a leave of absence or vacation shall be deemed as absence without leave unless written approval is granted.

Section 4. In all cases where leave is not authorized in writing prior to 7:00 a.m. on the day of absence, it is the employees responsibility to contact the foreman or City Manager's Office.

ARTICLE XVI. HOLIDAYS.

Section 1. The following holidays shall be paid holidays for all regular employees:

New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, Employee's Birthday, Floating Holiday.

Employees who are called in or who work on the following holidays shall be paid at the double time rate:

New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

Employees shall be required to notify the Employer in advance of taking their floating holiday. No more than one (1) employee may be granted off on the same date unless approved by the City Manager or his designated representative.

An employee may take leave on the actual date of their birthday or any regularly scheduled work day in that pay period with approval of the Director of Public Works or his designated representative.

If an employee is called on to work on their birthday or the day chosen to take their birthday leave, they will work and reschedule their leave in the same pay period, or if not possible, within the following pay period.

Section 2. Holidays shall be considered as a day worked in computing overtime. Compensatory time off for work performed on a holiday shall not be allowed.

Section 3. Holidays that fall on Sunday will be observed on the following Mondays. Holidays that fall on Saturday will be observed on the preceding Friday. Any employee who works on such Friday or Monday will receive his holiday pay, plus his pay at double time for the actual hours worked.

ARTICLE XVII. FUNERAL LEAVE AND SICK LEAVE.

Section 1. Each employee will be granted fifteen (15) days of sick leave per calendar year. Each employee shall be entitled to unlimited accumulation of sick leave days. For employees hired after July 1, 1989, the following leave schedule will apply: Each employee will be granted fifteen (15) days of sick leave per calendar year. Each employee shall be entitled to a maximum of 120 days accumulated leave.

Section 2. Employees will be allowed to use sick leave a maximum of three (3) times without a written medical excuse. The City may, at its discretion, demand a written medical excuse after the third occurrence. Any expenses incurred by the employee for examination required by the City shall be borne by the City. If an employee submits a written medical excuse that absence will not count as one of the three occurrences referred to above. "If an employee has been asked for a written medical excuse after the third occurrence and he fails to provide one, he shall not be paid for the sick leave and shall lose the number of sick days he was absent. If an employee has been asked for a written medical excuse after the fourth excuse and he fails to provide one, he shall not be paid for the sick leave and shall lose the number of sick days he was absent and shall be suspended without pay for three (3) days."

Section 3. Sick leave shall be granted only for actual regular working days.

Section 4. A minimum for sick leave must constitute not less than one-half (1/2) working day and shall be reported to the Foreman prior to commencement of shift. Employees shall notify

their immediate Supervisor or Department Head as reasonably possible of their inability to work due to illness or other good cause.

Section 5. Any employee whose accident or sickness is caused while on active duty for the City shall be eligible to file claim for sick leave for only that part of his weekly regular wage not covered by compensation insurance. An employee who is injured in the course of employment, and as a result thereof is receiving Workmen's Compensation, shall have the option to (1) receive Workman's Compensation only, or (2) receive his regular pay check from the City by returning his Workman's Compensation check to the employer and have the actual difference between his regular pay and Workman's Compensation charged to sick leave.

Section 6. Any employee shall be granted a maximum of three (3) days funeral leave with pay for the express purpose of attending the funeral and performing such other services and duties in connection therewith as are proper and necessary for the following specified relatives: Wife, Father, Father-in-Law, Mother, Mother-in-Law, Brother, Brother-in-Law, Sister, Sister-in-Law, Husband, Son, Son-in-Law, Daughter, Daughter-in-Law, Grandmother, Grandfather and Grandchildren.

Travel time beyond the Wisconsin-Michigan area in connection with this section shall be honored, providing the employees attendance is certified by the Funeral Director on his letterhead stationery.

Section 7. Family sick leave: 3 days of earned sick leave may be used annually for illness of husband, wife, children, father, mother, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law.

Section 8. The following penalties will result against any employee who falsified a sick leave or funeral leave report.

1st offense	5 days loss of pay
2nd offense	10 days loss of pay
3rd offense	Lose all of your accumulated sick leave
4th offense	The employees employment will be terminated

The above provisions will start on the first day of employment with the City and will not exceed 10 years.

Section 9. At time of his legal retirement or death, under the provisions of the Municipal Employees Retirement System, Public Act 135, of 1945, as amended and as may be amended hereafter, an employee who has accumulated up to 105 days of sick leave will receive compensation equal to thirty percent (30%) of the unused sick leave. An employee who has accumulated 106 or more sick leave days up to the maximum of 120 days will receive compensa-

tion equal to forty percent (40%) of the unused sick leave days.

Section 10. An employee off due to an accident or illness shall be granted up to six (6) months leave of absence without pay after he has taken all of his sick leave and vacation. Sick leave may be used for injury or illness to members of the immediate family as follows: husband, wife, children, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law.

Section 11. Any employee called on jury duty shall be compensated by the Employer for any difference between the employees rate of pay and the jury duty for a regular work day.

Section 12. Any employee who serves as a pallbearer shall be entitled to take the day of the funeral off. This day shall be deducted from Sick Leave, and shall not be counted as an occurrence under the provision of Article 17, Section 2.

Section 13. An employee shall be entitled to two (2) Personal Leave Days off with pay not chargeable to sick leave.

ARTICLE XVIII. LAYOFF AND RECALL.

Section 1. Should layoffs be necessary, seniority in years, months and days of City Service shall be the determining factors. Those with the least seniority will be laid off first, so long as there are employees remaining in the ranks qualified to perform the functions of those being laid off.

Section 2. When recall to active employment is made, those with the most seniority on the inactive list shall be recalled first.

ARTICLE XIX. DISCHARGE AND SUSPENSION.

Section 1. Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reason for discharge or suspension.

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

Section 2. 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 to the final step of the grievance procedure.

ARTICLE XX. GRIEVANCE PROCEDURE.

It is the intent of the parties to this agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of dispute that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) 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 any employee feels he has a grievance, he shall discuss the grievance with the Unit Chairman.
- b). The Unit Chairman and the Employee shall 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 Unit Chairman to the Foreman or his designee. Upon receipt of the grievance, the Foreman or his designee shall sign and date the Unit Chairman's copy of the grievance.
- d). The Foreman or his designee shall give his answer to the Unit Chairman within two (2) 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 Unit Chairman to the City Manager or his designee within (7) seven working days after the Foreman's response is due. The City Manager or his designee shall sign and date the Unit Chairman's copy. The City Manager or his designee and the Union shall within fifteen (15) working days arrange a meeting for the purpose of resolving the dispute.

Step 3. a). If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

b). In the event that 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, file a demand for arbitration

in accordance with the American Arbitration Association's rules and procedures.

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

d). There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgement based on the express terms of this agreement, and shall have no authority to add to, subtract from any of the terms of his agreement. (The expense for the arbitrator shall be borne by the losing party. Whenever the arbitrators decision is split, the fees will be prorated to the decision handed down by the arbitrator.)

e). A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liability 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 involved a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

f). Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

g). Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

h). The parties may by mutual agreement in writing waive or extend the time limits on any step of the grievance procedure.

i). The privilege of the Unit Chairman at any time to handle grievance is recognized. The Unit Chairman shall before leaving his work area, obtain permission from his supervisor, and after permission is granted, will attempt to settle grievance(s) in the most expedient manner.

ARTICLE XXI. MISCELLANEOUS PROVISIONS.

Section 1. Any employees entering the Army, Navy, Air Force or Marine Corps on active duty shall, upon his return from such service, be entitled to reinstatement in his job at the prevailing rate or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.

Section 2. The parties of this Agreement agree that they shall not discriminate against persons because of race, creed, or color, and that such persons shall receive the full protection of the provisions of the Agreement.

Section 3. Union Representatives who are not employees of the City may be permitted to visit the premises and to transact official union business; provided they first report to the supervisor in charge upon entry, state the matter of their business and secure permission. Permission shall not be withheld if in the opinion of the supervisor, the union representatives visit will not interfere with or interrupt the performance of duty, to the employer.

Section 4. A safety committee is hereby created, consisting of the City Manager and two employees designated by the Union. This committee shall meet as often as is necessary to maintain a safe place of employment.

Section 5. Should any provision of this agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. Only those provisions which were invalidated under the above circumstances will be subject to re-negotiations between the parties.

Section 6. Grievances will be limited to the terms and conditions of the contract.

Section 7. This contract contains the entire working agreement between the contracting parties hereto, and any rights not herein contained are reserved to the Employer, including the right to manage.

Section 8. The Employer shall furnish space on the Department bulletin boards for the purpose of posting union business notices.

Section 9. The Employer will pay for all necessary out of pocket expenses and lost wages when an employee is required to attend school or other functions on behalf of the City.

Section 10. The Residential Requirements: All regular employees must be residents of the City of Iron Mountain and remain residents of the City of Iron Mountain to be employed by the City Iron Mountain.

Section 11. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 12. The City will purchase material and/or equipment required to comply with Michigan OSHA standards. Any equipment of this nature will be the responsibility of the employee to whom it is assigned. The City will replace at no cost to the employee any item which must be replaced due to normal wear and tear. Any items which are lost or damaged through recklessness will be replaced at the cost of the employee and will be deducted from the employee's payroll. In order for the item to be replaced at the City's expense, the employee must return the item for exchange to the City's crib shop. If safety shoes are required under the Michigan OSHA standards, the City shall pay the cost of the employees first pair of safety shoes and the cost of one (1) pair of safety shoes during each twelve (12) month period thereafter. The purchase of replacement safety shoes will be conducted at a time agreed upon by the City and the Union. Employees will be required to obtain safety shoes from a vendor who will be mutually agreed on by the City and the Union.

Section 13. The City shall furnish a set of tools for the use of all employees. The employee using the tools shall check them out from the crib and be responsible for them while they are checked out. The mechanic shall furnish his own set of tools and shall not be required to let any other City employee use them.

Section 14. The City shall provide rain gear and coveralls for employees who are regularly assigned to garbage collection.

Section 15. The hours of work for the utility man shall be 11:30 a.m. to 7:30 p.m., with express understanding that the utility man shall be required to perform duties assigned him in other classifications between the hours of 11:30 a.m. and 3:30 p.m.

Section 16. Employees will be allowed to return to their shop fifteen (15) minutes prior to lunch and fifteen (15) minutes prior to the end of the shift for wash-up time. Times will be designated as 10:45 a.m. for lunch and 3:15 p.m. for wash-up time prior to the end of the shift. Employees will also be entitled to a coffee break of ten (10) minutes in duration to be taken between 9:00 a.m. and 9:30 a.m.

Section 17. CDL Policy: In the event an employee, during the course of employment with the City, fails to comply with the physical qualifications or licensing requirements of the Motor Carrier Safety Act, Act No. 181 of the Public Acts of 1963, the employer agrees to meet with the union and affected employee to discuss the availability of temporary alternate work assignments.

If it is determined by the employer that a temporary alternative work assignment is available, such assignment will be made for a period not to exceed six (6) months. If the employee is unable to reinstate licensing requirements under the Act within the period of such temporary assignment, the employee will be placed

on a leave of absence, without pay, for a period of ninety (90) days. If it is determined by the employer that a temporary alternative work assignment is not available, the employee will be placed on a leave of absence without pay for ninety (90) days.

If the employee does not reinstate license at the end of leave of absence, the employee will be terminated.

This provision is intended to supplement the existing policy of the employer adopted on April 2, 1990.

ARTICLE XXII. CLASSIFICATIONS.

- 1. LABORER:** This classification requires that an individual be capable of engaging in work which primarily involves manual labor. Manual labor employing work which does not require the use of light, heavy, or extra heavy equipment (as defined in forthcoming sections). This description does not exclude the use of tools or equipment required in the routine maintenance or construction which is the necessary function of the City.
- 2. LIGHT EQUIPMENT OPERATORS:** This classification requires that an individual be capable of operating all mechanized units of the City with the exception of those units classified as heavy or extra heavy equipment. This includes the ability to operate and maintain single axle truck units. This individual will be required to display the ability to perform routine maintenance tasks on the units which are classified as "light equipment".
- 3. HEAVY EQUIPMENT OPERATORS:** This classification requires that an individual be capable of operating all equipment utilized in maintenance and construction activity with which the City is involved. The individual must be knowledgeable in operating all equipment, with exception of those units classified as extra heavy equipment, and must be proficient in the operational techniques of at least five pieces of heavy equipment. A tandem and 4 wheel drive trucks will be considered as one of the five units required for this rating. In addition, each Heavy Equipment operator will be required to prove his ability to perform required routine maintenance on the five units with which he chooses to qualify for this rating.
- 4. EXTRA HEAVY EQUIPMENT OPERATORS:** This classification requires that an individual be capable of operating all equipment utilized in maintenance and construction activity with which the City is involved. The individual must be knowledgeable in operating all equipment, and must be proficient in the operational techniques of at least five pieces of extra heavy equipment. In addition, each "extra heavy equipment operator" will be required to prove his ability to perform required routine maintenance on the five units with which he chooses to qualify for this rating.

An important criterion classification is that the individual is considered extremely proficient in the operational techniques of the equipment classified as extra heavy equipment.

5. MAINTENANCE: The classification is to include those individuals who are routinely involved with maintenance and repair operations within the City. Specifically three (3) subclassifications will be incorporated within the maintenance classification:

(1) ELECTRICIAN: This individual will be involved primarily with repair and maintenance of street lighting systems and with minor repair and maintenance of the electrical facilities associated with City property.

The above classification may be required to operate equipment.

(2) SEWERMAN: The individual associated with this classification will be required to be proficient in the operational techniques of all sewer and cleaning and maintenance of equipment in addition to sewer repair and construction.

6. MECHANIC: This classification requires that an individual be competent in all phases of diesel, gasoline and hydraulic powered equipment, repair and maintenance. The employee at the time of award of this classification will provide his own basic automotive hand tools except hydraulic, pneumatic and electric powered tools and test equipment. The employee will replace broken or worn tools at his own expense. **EXCEPT** those tools which are of the size and type so as to be considered limited to use on heavy equipment will be supplied by the City. All requests for tool replacement will be submitted to the City Manager for approval. Approval will be based on the guidelines set forth in this section.

Based on the need to have a mechanic available for equipment maintenance and repair on a full-time basis, the mechanic position is exempt from the following provisions of Article XXII Section 20..."Temporary assignment to garbage shall be solely based on seniority"...The exemption covers the temporary garbage assignment only and the balance of Section 20 remains valid for the mechanic.

This exemption is based on the following special conditions:

a). A mechanic, exempted from Article XXII Section 20 as stated above, will not be eligible to "bump" an employee permanently assigned to garbage at the time a job opening is posted. The eligible employee permanently assigned to garbage will have the right to fill the position over the mechanic regardless of seniority.

b). The mechanic will not be assigned to operate equipment in place of an equipment operator temporarily assigned to garbage collection. The mechanic will operate all equipment of the City only as an integral part of equipment repair and maintenance. The mechanic shall not perform any other classified work while the person in that classification is temporarily assigned to garbage.

c). The mechanic will be granted vacation leave in accordance with the provisions of this contract provided that during his absence an equipment operator will not be denied vacation leave because of temporary assignment to garbage collection. The mechanic shall not perform the duties of the welder classification except when the welder is absent because of leave of absence, vacation or sick leave.

7. CRIBMAN: This classification requires that an individual be capable of assisting the engineering and accounting departments in processing purchase orders and other such documents as is necessary in conducting business through the routine purchases on the City as they pertain to the Street Department only. He will also be responsible for all inventory utilized in conducting the work of the Street Department.

8. UTILITY MAN: (11:30 a.m. 7:30 p.m.) This classification involves one individual only. The responsibility of this individual will include light maintenance on all equipment such as oil changes, filter changes, lubrication and minor repair. He will also be required to respond to emergency calls during his shift either personally or by calling the foreman on duty. He will be responsible during his shift for the maintenance and operation of pumps, flares and other such equipment as requested by his foreman, as they relate to City Construction and Maintenance Activity.

9. CEMETERY GROUNDSMAN: An employee in this classification works under the supervision of the Cemetery Sexton and Director of Public Works. The employee must have a thorough knowledge of all cemetery functions including maintenance operations and Cemetery policy. Responsibilities and duties associated with this classification are:

1. Familiar with layout of Cemetery including sections, lots, walkways, roads, etc.;
2. Familiar with burial records and capable of maintaining such records;
3. Capable of working with funeral directors and public in processing lot sales, perpetual care, etc., in conjunction with funeral services;
4. Ability to field locate and stake individual lots;
5. Ability to operate all equipment utilized in Cemetery Operations;

6. Supervises the work activities of full-time and seasonal personnel as may be required;

7. Assumes duties of Sexton in the absence of the Sexton;
and

8. Other similar duties as may be assigned.

10. CUSTODIAN - CITY HALL: This individual is required to perform routine cleaning and maintenance of the offices, corridors, and rooms of City Hall. The custodian may be required to work split shift if deemed necessary by the City Manager.

11. WATER DEPARTMENT UTILITY MAN: This classification requires the individual be capable and knowledgeable in all the construction and maintenance of water mains and associated water service.

12. WATER DEPARTMENT - EXTRA HEAVY EQUIPMENT OPERATOR: This classification shall be required to have the classifications as given in Article XXII, Paragraph 4. In addition, the employee must be proficient in the operation of all excavating equipment utilized in water distribution, construction and maintenance. This shall include, but shall not be limited to, rubber tire loader-backhoe and front end loader and crawler backhoe.

13. METER READER (WATER DEPARTMENT): The employee will be required to read and record water consumption for water customers of the City in accordance with the schedule and practices of the Water Department. The employee will perform maintenance on meters, be assigned to customer service calls, be periodically assigned to water line repair and construction and other duties similar in nature.

14. WORKING FOREMAN: This classification requires that an individual work in the capacity as designated in the employees regular working classification except for that time when the regular foreman is absent from work for reasons of vacation, sick leave, or leave of absence. During such leave the working foreman will perform all supervisory duties of the regular foreman and function entirely in that capacity. The working foreman will also be required to be available for week-end duty during the year.

Rate: a). The employee will receive a rate differential in addition to the rate given for the employee's regular classification rate. (See Section 18.)

b). The employee will receive the regular foreman's rate of pay for that time during which he serves in the capacity of foreman.

c). For all hours worked over forty hours during the work week, the working foreman will receive his overtime rate at his regular working foreman rate.

15. **WELDER:** The welder classification, not being a full-time position, will be combined with an employee's existing classification. The rate of pay for a "___"-welder will be the same as the Extra-Heavy Equipment rate. To qualify for the combined classification, the employee must be capable of performing welding and metal fabrication associated with repair and maintenance of City equipment and facilities. In the event that there are no qualified employees in the bargaining unit at the time of posting, an applicant will be given a trial period as defined in Article VII, Section 4, for the purpose of training the eligible applicant.

16. **DISTRIBUTION LICENSE RATE DIFFERENTIAL (WATER DEPARTMENT ONLY):**

The number of employees receiving a distribution license rate differential will be determined by the City Manager. This determination will be based on the needs of the Water Department and employee qualifications, including State of Michigan Health Department requirements. (See Article XXII Section 18.)

17. Employees designated leaders by the City Manager shall receive a pay differential above their respective classification. Employees who are assigned to garbage duty for four (4) hours or more per shift shall receive a pay differential above their respective classification. Employees permanently assigned to garbage truck drivers shall receive a pay differential. (See Article XXII Section 18 for pay differential schedule.)

18. **PAY DIFFERENTIAL SCHEDULE:**

	7-1-91 to <u>6-30-92</u>	7-1-92 to <u>6-30-93</u>	7-1-93 to <u>6-30-94</u>
a). Working Foreman	\$.26/hour	\$.28/hour	\$.30/hour
b). Water Distribution License			
S-2	\$.47/hour	\$.49/hour	\$.52/hour
S-3	\$.26/hour	\$.28/hour	\$.30/hour
S-4	\$.14/hour	\$.15/hour	\$.16/hour
c). Leader	\$.14/hour	\$.15/hour	\$.16/hour
d). Garbage Collection	\$.50/hour	\$.52/hour	\$.55/hour

Pay differential will increase at the same **RATE** as the average base wage rounded off the next highest \$.01 increment.

19. Any equipment purchased or obtained subsequent to this agreement will be classified as light, heavy or extra heavy equipment. The assignment of classification to equipment will be given by a committee comprised of the City Manager, Union Steward, Shop Foreman, and one (1) additional Union Representative.

The format for selecting a classification will be one of the same nature as utilized in the aforementioned listing.

20. When an opening becomes available within the listed classification, any individual requesting promotion to the vacated position will be required to complete a testing procedure (non-written) in mechanical and operation ability as prescribed, conducted and approved by the City Manager or his authorized representative.

21. An employee will be required to perform all work activity as outlined in the individuals job classification. All employees will be required to participate in all areas of City work activity regardless of job classification for a limited period of time. (Temporary assignment to garbage collection shall be solely based on seniority. However, in case of emergency, the City may temporarily assign an employee to garbage collection for less than one half (1/2) shift, following seniority, whenever possible. Emergency meaning an assigned garbage truck operator is unable to complete his shift.)

22. An employee who is to replace a foreman due to vacation or sick leave will receive the foreman's rate of pay at the beginning of the second consecutive eight hour shift during which the employee is assigned the foreman's duties. This rate shall apply only during the regular shift as defined in Article 9. The rate of pay for hours worked in addition to the regular shift while the employee is assigned to the foreman's duties shall be in accordance with Article 9 Section 2. This paragraph does not pertain to the working foreman classification - already established in this contract.

23. EQUIPMENT CLASSIFICATION:

LIGHT EQUIPMENT

1. Trucks: Single Rear Axle Two Wheel Drive
2. Fork-Lift
3. Sander and Salter
4. Tractors and Accessories

HEAVY EQUIPMENT

1. Trucks: Tandem Rear Axle and Four Wheel Drive
2. Sweeper
3. All Sewer Cleaning and Maintenance Equipment
4. Boiler (Thawing Equipment)
5. Roller
6. Garbage Trucks
7. Lodal

EXTRA HEAVY EQUIPMENT

1. Loader-Front End Diesel
2. Bulldozer

- 3. Grader
- 4. Backhoe

24. Whenever required routine maintenance is performed by an operator, it shall be under the direct supervision of a mechanic and the mechanic shall assist the operator when warranted.

ARTICLE XXIII. TERM OF AGREEMENT.

Section 1. This agreement shall be effective from 12:01 a.m. July 1, 1991, and remain in full force and effect until midnight, June 30, 1994, and shall automatically be renewed under the same terms and conditions for yearly periods thereafter, unless at least ninety (90) days prior to July 1, 1994, either party shall give the written notices of its desire to change its provisions or terminate this agreement.

Section 2. This agreement is complete in writing and shall not be amended, changed, altered, or modified, except by an instrument, in writing, duly signed by the parties hereto.

Section 3. Successor Clause: This Agreement shall be binding upon the employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the employer's merger or consolidation with another employer, this Agreement shall be binding upon the merger or consolidated employer.

FOR THE UNION

Russell R. Johnson
John Spers

FOR THE EMPLOYER

C. Todd Cole
Paul W. Hagen

Dated: 17 Jan 92

Letter of Agreement
Between
The City of Iron Mountain
And
The City of Iron Mountain Employees
Chapter of Local #1176
Michigan Council #25, AFSCME, AFL-CIO

The Parties hereto have mutually Agreed to replace Article XXII number 14 to the following:

14. **WORKING FOREMAN:** A leader position within the bargaining unit. Responsibilities and duties associated with this classification are in addition to the employees regular working classification. Assignment to the Working Foreman classification shall be based on qualifications, experience and seniority.

Minimum Qualifications:

1. Ten (10) years DPW experience in all phases of DPW operations including but not limited to streets maintenance, utilities, maintenance, refuse collection and snow plowing/removal.
2. Operational experience with various DPW equipment.
3. Experience in various phases of utility maintenance related construction.

Responsibilities and Duties:

1. Organizes and supervises crews as assigned by the Director of Public Works and/or Foreman.
2. Provides necessary written reports, records and similar paperwork as may be required.
3. Receives and conducts training as may be required.
4. Operates equipment and performs work as may be required.
5. Assumes all Foreman's responsibilities in the absence of the Foreman.

(Responsibilities and Duties continued)

6. Available for emergency call-out after regular working hours including weekends on a rotational basis as may be required.
7. Other similar supervisory duties as may be assigned.

Rate:

1. The employee will receive a rate differential in addition to the rate given for the employees regular classification rate (see Section 18).
2. The employee will receive the regular Foreman's rate of pay for that time during which he serves in the capacity of the foreman.
3. For all hours worked over forty hours during the work week, the Working Foreman will receive his overtime rate at his regular Working Foreman rate.

Entered the 17th day of February 1992.

FOR THE UNION:

FOR THE CITY:

David Fenough

C. Todd Colosso

John Spira

Leo Ann Hagen

