

AGREEMENT

BETWEEN

THE MARQUETTE CITY COMMISSION

AND

PARKS & RECREATION DEPARTMENT, PUBLIC WORKS DEPARTMENT,
WATER DISTRIBUTION, WASTEWATER COLLECTION, WATER
& WASTEWATER PLANT EMPLOYEES' LOCAL #1852
Affiliated With Michigan Council #25, AFSCME, AFL-CIO

Marquette City of

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AGREEMENT

This Agreement made and entered into on this 1st day of July, 1992, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the Parks & Recreation Department, Public Works Department, Water Distribution, Wastewater Collection, Water and Wastewater Treatment Plants, Chapters of Local #1852, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

Note: Wherever herein reference is made to the male pronoun (he, him, his, etc.), it is intended and it should be deemed to include reference to the equivalent female pronoun (she, hers, etc.)

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.

It is further the purpose and intent of the Agreement to promote the general efficiency of the City Departments and to provide courteous, prompt, efficient services to the citizens of Marquette.

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

ARTICLE 1. COLLECTIVE BARGAINING UNIT. RECOGNITION.

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 366, State of Michigan, Public Acts of 1947, as amended, and by Act No. 379, Public Acts of 1965, and the employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

A. All employees, including Parks and Recreation, Public Works, Water Distribution and Collection System, and Water and Wastewater Treatment Plants, excluding all elected officials and supervisors, as defined by the Michigan Employment Relations Commission, and all other employees.

B. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.

C. The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit.

ARTICLE 2. MANAGEMENT RIGHTS.

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Marquette Code and any modifications made thereto, and any resolution passed by City elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, 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, material or methods of operation;

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

C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities;

D. To determine the number, location and type of facilities and installations;

E. To determine the size of work force and increase or decrease its size;

F. To hire, assign, and lay off employees, to reduce the work week or the work day;

G. To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work only in the case of emergency;

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 classification;

J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;

K. To establish work schedules;

L. To discipline and discharge employees for cause;

M. To adopt, revise and enforce working rules and carry out cost and general improvement programs;

N. To transfer, promote and demote employees with proper justification;

O. To assess the qualifications and competency of employees to perform

) available work.

The parties agree that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the City.

ARTICLE 3. AID TO OTHER UNIONS.

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

ARTICLE 4. UNION SECURITY (AGENCY SHOP).

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation 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 representation fee equal to dues and initiation fees for membership commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 5. DUES CHECK-OFF.

A. The Employer agrees to deduct from the wages of 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 C) provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to 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.

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 Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

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

SIGNATURE

DATE

ARTICLE 6. REPRESENTATION FEE CHECK OFF.

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the representation fee as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph 5C), 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 thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.

B. The amount of such representation fee will be determined as set forth in Article 4 of this contract.

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

ARTICLE 7. REMITTANCE OF DUES AND FEES.

A. When Deductions Begin. Check-off deduction under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first

pay period of the month and each month thereafter.

B. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated 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 ten (10) days following the date on which they were deducted.

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

ARTICLE 8. UNION REPRESENTATION.

A. Stewards, Alternate Stewards and Chapter Chairperson. The employees covered by this Agreement will be represented by stewards and alternate stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

Department of Public Works.....	1 Steward, 1 Alternate
Water Distribution, Wastewater Collection...	1 Steward, 1 Alternate
Water & Wastewater Plants.....	1 Steward, 1 Alternate
Parks & Recreation Dept.....	1 Steward, 1 Alternate

B. The Employer will be notified of the names of the stewards and alternate stewards. Alternate stewards would serve only in the absence of a regular steward.

C. Either stewards or the Chapter Chairperson (but not both) may investigate and present grievances to the Employer in accordance with Article 10 of this Agreement. The Chapter Chair or stewards will notify their supervisor prior to any time spent away from their work to investigate or present a grievance. It is understood and agreed that there are certain emergency circumstances that arise in which the steward or employee may not be able to be released; during these times, the steward will be given reasons why the affected employee(s) cannot be released and an alternate time will be scheduled at a mutually agreeable time. If time cannot be scheduled prior to the end of the shift, time deadlines for grievances shall be extended in writing for a period of one (1) work day upon request.

D. Employees covered by this Agreement will be represented in negotiations by no more than five (5) negotiating committee members.

E. In the event negotiations are carried on during normal working hours, the negotiating team shall not suffer loss of pay.

ARTICLE 9. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between representatives of the Union and representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at the hours mutually agreed to by the parties. The members of the Union shall not lose time or pay for time spent in such special conferences provided that the special conference is held during the Union members' scheduled work period. The area Staff Representative must attend such special conferences.

ARTICLE 10. GRIEVANCE PROCEDURE.

A. "Grievance" means any dispute regarding the meaning/interpretation or alleged violation of the terms and provisions of the Agreement, as written. Either party to this Agreement may file grievances. In order to be a proper matter for grievance procedures, the grievance must be presented within ten (10) working days of the Employer's, employees' or the Union's knowledge of its occurrence. The Employer will answer, in writing, any written grievance presented to it by the Union. The Union will answer, in writing, any written grievance presented to it by the Employer. The Employer and the Union shall receive signed, duplicate copies of all grievances. For the purpose of this Article, holidays, sick leave, vacation and funeral leave will be excluded from all time limits.

Employee Grievances.

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

- a. If an employee feels he has a grievance, he may discuss the grievance with the immediate supervisor, with or without the steward present.
- b. The steward may discuss the grievance with the immediate supervisor and/or Department Head.
- c. The Department Head shall give his answer to the steward within five (5) working days of the initial discussion.

Step 2. If the grievance remains unsettled, it shall be presented by the Chapter Chairperson in writing, to the Personnel Director within five (5) working days after the response of Step 1 is due. The Personnel Director shall respond in writing to the Chapter Chairperson within five (5) working days. If the grievance concerns a policy set by the City Commission or the City Manager, this step of the grievance procedure may be omitted.

Step 3.

- a. If the answer at Step 2 is not satisfactory, and the Union

wishes to carry it further, the Chapter Chairperson shall present the grievance to the City Manager, within ten (10) working days for the purpose of attempting to resolve the grievance. A meeting between the parties involved will take place within ten (10) working days of the City Manager's or his designated representative's receipt of the grievance.

b. If the grievance is not settled, the Union may present the grievance to the City Commission, through the City Manager at a mutually agreed upon date between the parties within twenty (20) working days from the date of the City Manager's response in Step 3a. The City Commission will answer the grievance at the first meeting following the meeting at which the grievance was presented. Said answer shall be presented in writing to the Council Staff Representative within ten (10) working days of the Commission decision. The aggrieved employee, under the "Open Meetings Act" may request a closed meeting.

Step 4.

a. If the answer of the City Commission is still not satisfactory to the Union, the Union shall have the right to proceed to have the matter arbitrated by filing a written request for same with the Federal Mediation and Conciliation Service. This request must be submitted to the Federal Mediation and Conciliation Service within thirty (30) working days of receipt of written response from the City Commission.

b. There shall be no appeal from an arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud, in which case, either party shall have the right to appeal to a court of proper jurisdiction. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement.

c. The award of the arbitrator shall be binding on the Union, its members and the Employer and the Employer's agents.

d. The expenses for the arbitrator shall be the sole responsibility of the unsuccessful party to the arbitration. In the event of a split award by the arbitrator, the parties will equally share the expenses of the arbitrator. Each party shall be liable for any expenses incurred on its own behalf.

e. If either party misses any of the time deadlines as set forth in any of the above steps (unless such time limits are waived in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

Employer Grievances.

Step 1. If the Employer feels it has a grievance, said grievance shall be presented in writing and discussed with the Union steward. The steward shall present a decision to the City Manager in writing within five (5) working days from the date of receipt of the written grievance.

Step 2. If the answer is not satisfactory to the Employer, it will be presented to a fact-finding committee consisting of three (3) people who are residents and taxpayers of Marquette. One will be selected by the Employer, one will be selected by the Union, and one will be selected jointly by both the Employer and the Union. The decision of the fact-finding committee will be final and binding on both parties.

ARTICLE 11. COMPUTATION OF BACK WAGES.

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

ARTICLE 12. DISCHARGE AND SUSPENSION.

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

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to the Personnel Director's step of the grievance procedure.

D. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions or commendation which occurred more than two (2) years previously or two (2) years from whenever a criminal law violation is brought to the attention of the Employer.

E. The Employer agrees that the generally accepted concept of progressive discipline will be utilized when disciplining employees, depending on the severity of the offense.

ARTICLE 13. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority and ability entitles him at the start of the shift, and a written notice of his claim is filed within five (5) working days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 14. PROBATIONARY EMPLOYEES.

A. New employees hired in the unit shall be considered probationary employees for the first 180 calendar days of their employment, provided however, that such probationary period shall be extended for a period of

time equal to the time that an employee is absent from duty due to sickness or other reasons. Probationary employees may be terminated by the Employer at any time and shall not have recourse to the grievance and arbitration procedure when separated. Management shall employ whatever methods are deemed appropriate to evaluate a probationary employee's performance.

B. An extension of the probationary period for a period not to exceed two months, may be added to the original 180 days limit, provided, such extension is necessary to evaluate the employee's performance, and is mutually agreed to, in writing, by the Union and by Management. Job performance and extenuating circumstances shall be grounds for such extension.

C. Probationary Employee Benefits.

Hospitalization coverage will commence on the 28th day of the month of hire.

Life insurance coverage will commence 180 calendar days after date of hire.

Holidays occurring during the 180 calendar day probationary period will be paid to the employee in the next paycheck following the end of the pay period which includes the holiday.

ARTICLE 15. SENIORITY.

A. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day 180 calendar days prior to the day he completes his probationary period. There shall be no seniority among probationary employees.

B. Whenever an employee transfers or is promoted to another department, he shall carry all accrued seniority with him for the purpose of computing all benefits and privileges not restricted by the terms of this Agreement.

C. Seniority shall be on a department-wide basis in accordance with the employee's last date of hire. Chapter-wide seniority shall apply only in the event a position remains vacant after the position has been posted on a department-wide basis.

D. Seniority shall not be affected by age, race, sex, marital status, or dependent of the employee.

E. For the purpose of this agreement, departments are defined as:

Public Works Department
Water Distribution, Wastewater Collection
Parks and Recreation Department
Water and Wastewater Treatment Plants

F. It is recognized that employees of the Public Works Department and the Water Utility Department can be temporarily assigned up to 100 days in one calendar year to do work in either of the two departments. This Article

shall not be construed to allow the combination of seniority lists of the two departments.

ARTICLE 16. SENIORITY LISTS.

The Employer will maintain a seniority list of all employees represented by the Union, and will provide the Chapter Chairperson with updated copies twice a year on July 15 and January 15.

The seniority list shall include the employees' home address, date of hire, job title and social security number. Employees are encourage to notify the Employer of any address change, new family members, deaths, change of marital status, adoption, or change of phone number.

ARTICLE 17. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairperson, Chief Steward and Stewards, in that order shall head the seniority list of the unit during their term of office, for the purpose of layoff only, provided said employees are part of the grievance procedure.

ARTICLE 18. LOSS OF SENIORITY.

An employee shall lose seniority for any of the following:

- A. Resigns or retires;
- B. Is discharged and the discharge is not reversed by the grievance procedure;
- C. Is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section shall not be construed as limiting the Employer's right to discipline for any unjustified absence;
- D. Fails to return to work without a satisfactory reason at a specified date following the termination of any leave of absence. Sick leave and vacation shall be considered leaves of absence;
- E. Fails to return to work without a satisfactory reason when recalled from layoff as set forth in the recall procedure.

ARTICLE 19. LAYOFF DEFINED.

A. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least ten (10) working days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, and job titles. If the results of such meeting are not conclusive,

the matter shall become a proper subject for the grievance procedure.

B. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employees on the seniority list being laid off first, provided the remaining employees possess the ability and qualifications to perform the work of the laid off employee(s).

C. Employees to be laid off will receive at least seven (7) calendar days advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected department.

D. Bumping shall be allowed only in the case of a layoff and provided the laid off employee has the ability and qualifications to perform the work of the less senior employee.

ARTICLE 20. RECALL PROCEDURE.

A. When the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first, provided that the most senior employee possesses the ability and qualifications to perform the work for which the recall is occurring.

B. Notice of recall shall be sent to the employee at his last known address by certified mail, and a copy of the notice given to the Chapter Chairperson. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit.

C. Notice of job posting shall be sent to all employees on layoff by registered or certified mail at his address of record with the Personnel Office. Said job posting shall be sent concurrent to posting in accordance with provisions of Article 22, Job Posting and Bidding Procedures.

ARTICLE 21. TRANSFERS.

If an employee transfers to a position within a different Chapter in Local 1852, and thereafter transfers back to a position within his original chapter, he shall have accumulated seniority while working in the position to which he transferred.

ARTICLE 22. JOB POSTING AND BIDDING PROCEDURES.

A. All vacancies and/or newly created positions within the bargaining unit shall be posted within fourteen (14) calendar days. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, merit, qualifications, and seniority. Said vacancy or newly created position shall be awarded to the successful applicant within

fourteen (14) calendar days after the expiration date of the posting period. In the event management cannot comply with the time limits, reasons will be given to the Union at a special conference. Said inability to comply must be reasonable and for good cause. All vacancies will be posted in conspicuous places for a period of five (5) working days, setting forth the minimum requirements for the position. Employees interested shall apply by signing their names on the posting located in the Personnel Department. The senior employee applying for the position who meets the minimum requirements shall be granted a one hundred and eighty (180) calendar days trial period to determine his ability to perform the job.

B. In the event the applicant is denied the job, reasons for denial shall be given, in writing, to his steward, and the applicant, if requested within five (5) working days. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.

C. During the 180 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure. In the event an employee has posted for a position and subsequently voluntarily reverts to his old position during the trial period, said employee will be prohibited from posting to the position reverted from for a period of one calendar year from date of reversion.

D. During the trial period, employees will receive the rate of pay of the job they are performing.

E. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists within any department. The Employer agrees that whenever a determination is made that a vacancy does not exist, or a consolidation of positions will occur, the Union will be so notified at a special conference which shall be scheduled within fourteen (14) days of said determination.

F. Employees on vacation, sick leave, etc., will be notified by mail, at an address on file with the Personnel Department.

ARTICLE 23. LEAVE OF ABSENCE FOR ARMED FORCES AND NATIONAL GUARD.

Employees who are in some branch of the Armed Forces Reserve or the National guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 24. LEAVES OF ABSENCE.

A. Leaves of absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position of the Union.
2. Illness leave (physical or mental) with doctor's certificate.
3. Prolonged illness in immediate family, with doctor's certificate.
4. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.

B. No more than three (3) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of fifteen (15) man days shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend.

C. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

ARTICLE 25. UNION BULLETIN BOARDS.

The Employer will provide bulletin board space in the following areas:

Water Treatment Plant	Parks & Recreation Warehouse
Public Works Warehouse	Wastewater Treatment Plant
Water Distribution -	
Wastewater Collection Warehouse	
Cemetery Warehouse	

The bulletin board space may be used by the Union for posting notices pertaining to Union business.

ARTICLE 26. RATES FOR NEW JOBS.

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

ARTICLE 27. TEMPORARY ASSIGNMENTS.

A. Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, etc., will be filled on the basis of seniority, ability, qualifications. If the assignment

is for a period in excess of sixty (60) working days, the position shall be subject to the posting and bidding procedure in Article 22.

B. Employees assigned during a shift to a higher paying classification will be paid the higher rate for either:

- a. A minimum of one (1) hour; or,
- b. For all hours actually worked in the classification over one (1) hour.

ARTICLE 28. TEMPORARY AND SUBSTITUTE EMPLOYMENT STATUS.

Type I. Temporary Employees.

Employees in this category are those employees who are employed not to exceed forty (40) hours per work week. The stipulated time period will be unlimited in nature. Type I employees shall not be eligible for any of the benefits contained in this agreement and shall not accrue seniority. Type I temporary employees shall not be utilized to eliminate current bargaining unit positions, or to circumvent the provisions of Article 22 of this Agreement.

Type II. Temporary Employees.

Type II temporary employees are those employees who are employed under a governmental subsidized program other than the City of Marquette, excluding CETA, for a limited period of time.

Type II temporary employees shall be treated in all respects as regular employees and shall be covered and comply with all terms and provisions of the existing collective bargaining agreement between the parties, provided the terms lie in accordance with the governmental subsidized program.

Type III. Substitute Employees.

Substitute employees are those employees who work in the absence of regular bargaining unit members who are off duty due to vacation, illness or leave of absence as provided by this Agreement, or due to emergency situations. Substitute employees shall not be used for the purpose of circumventing the provisions of Article 22, Job Posting and Bidding Procedures. Type III employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority.

ARTICLE 29. CETA FUNDED EMPLOYEES.

A. Persons employed through the use of CETA funds shall be treated in all respects as regular employees in accordance with federal guidelines and shall be covered by and comply with all terms and provisions of the existing collective bargaining Agreement between the parties.

B. Persons employed through the use of CETA funds shall be treated the same as all other employees in all respects including the length of the

) probationary period and their seniority date.

C. In the event vacancies caused by promotion, transfer, retirement, death, severance or discharge, movement to vacant positions shall be in accordance with the provisions of the Agreement language governing promotions, transfers and filling of vacancies.

D. In the event of a reduction in the work force resulting from the lack of work or loss of funds, employees shall be laid off in accordance with federal guidelines regarding CETA employees.

The parties further agree that it is not their intent to replace or displace through the use of CETA funds, either in whole or in part, in any way, currently employed workers employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE 30. WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL AND SUPERVISORS.

A. Non-bargaining unit personnel shall not be permitted to perform bargaining unit work except within the laborer's classification.

B. Supervisors will not be allowed to perform work which will preclude overtime compensation for employees within the bargaining unit except in cases arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE 31. CONTRACTING AND SUB-CONTRACTING OF WORK.

A. During the term of this Agreement, the Employer shall avoid contracting or sub-contracting work out, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

B. The City may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, or in case of an emergency.

ARTICLE 32. JURY DUTY.

An employee who reports for jury duty will be paid the difference between his pay for jury duty and his regular pay. Employees will not be required to report to work prior to scheduled Jury Duty and will not be required to return to work unless there is more than two (2) hours remaining on the scheduled shift. All jury duty personnel will be transferred to a temporary 9:00 a.m. to 5:00 p.m. working shift. An employee may be required to provide documentary proof of actual number of hours that their presence was required by the courts.

ARTICLE 33. SAFETY COMMITTEE.

) A safety committee made up of not more than three (3) employees and three (3) employer representatives is hereby created. The purpose of the

safety committee is to review work sites and make recommendations to the City Manager designed to encourage and improve safe working conditions and safety rules.

Safety recommendations approved by at least three members of the committee shall be submitted to the City Manager for review and implementation. If the recommendation is not implemented for good cause, the issue shall be subject for a special conference and if not resolved, may be submitted to the grievance procedure or the Michigan Department of Labor/MIOSHA.

All employees are required to obey published safety rules while on duty and at all work sites. Failure of employees to obey published safety rules may be reason for disciplinary action.

ARTICLE 34. WORKING HOURS.

A. An employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week excluding lunch periods. The working hours or shifts may be scheduled by the Employer in accordance with departmental operations requirements (Examples: night shift, snow plowing, early or late starting shifts). The working hours or shifts may be changed with forty-eight (48) hours notice.

B. All employees covered by this Agreement will have an unpaid lunch period of thirty (30) minutes except those employees who are assigned to work a continuous shift. Employees shall not leave the job site to take a lunch period.

C. Employees may take a coffee break of not more than twenty (20) minutes in the first four (4) hours.

D. An employee called back for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half. In no case shall overtime pay be paid twice for the same hours worked.

ARTICLE 35. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

A. For all hours over eight (8) in one shift or forty (40) hours in one calendar week, with the calendar week defined as Sunday through Saturday, excluding the Water and Wastewater Treatment Plant employees.

B. For holidays.

C. For (call-in) time during scheduled vacation and/or birthday leave. In the event an employee is called in during scheduled vacation and/or birthday leave the Employee will have the option of (1) being paid at time and one-half for all hours worked only and rescheduling the day off at a future date; or (2) being paid time and one-half for all hours worked in addition to the paid benefit day.

ARTICLE 36. EQUALIZATION OF OVERTIME HOURS.

All overtime hours shall be divided as equally as possible among employees in the same classification in their department. A list of overtime hours will be posted in a conspicuous place on a quarterly basis beginning January of each year. In case of an emergency, a response time of fifteen (15) minutes will be required.

Whenever call-out is required for overtime, employees within the appropriate classification within the department will be called first. Overtime hours shall be posted quarterly in an attempt to equalize opportunity for the calendar year.

If an employee is personally contacted and fails to respond to a request by the Employer for overtime, it shall be considered as a refusal and shall be documented. Three (3) such refusals shall negate the Employer's responsibility for equalization of overtime for the individual employee for the balance of the appropriate quarter. Employees on sick leave, vacation, personal days, or birthday leave provided by this Agreement may be called for overtime as the situation warrants, after all other eligible employees have been called. Failure to respond by these employees will not be recorded as a refusal. In the event that no employees are available within the department, the Employer may seek individuals from another department.

In recognition of the seniority in the Public Works Department, an attempt will be made to distribute overtime to each classification such that the differential between consecutive classification is approximately 10%.

For the purpose of illustration only:

Special Equipment	100 hours
Heavy Equipment	90 hours
Medium Equipment	80 hours
Laborer	70 hours

Part-time employees shall not be called out or scheduled for overtime to do bargaining unit work when bargaining unit employees are available. It is not the intent of the Employer to use part-time employees to erode the bargaining unit or deprive bargaining unit employees of overtime.

ARTICLE 37. WORKERS' COMPENSATION.

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees to pay for work related injuries without charging sick leave for ten (10) working days (based on five (5) working days per week).

The Employer agrees that an employee being eligible for Workers' Compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the Workers' Compensation laws and his regular weekly income if the employee's disability continues past ten (10) working days. At no time shall the employee receive more compensation than his regular rate of pay.

ARTICLE 38. SICK LEAVE.

A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year.

B. Upon retirement or separation from employment of any employee in good standing after at least ten (10) years of service, one-half ($\frac{1}{2}$) of such sick leave accumulated at that time shall be paid to the employee. In the event of an employee's death, the employer will pay one-half ($\frac{1}{2}$) of such sick leave to the employee's designated beneficiary. Said payments shall be allowed for all employees presently employed. Employees hired after July 1, 1980 shall receive upon separation from employment, one-half ($\frac{1}{2}$) of accumulated sick leave, with one hundred twenty (120) days the maximum amount to be paid. This payment shall be made in accordance with the above terms.

C. Prior notification for a request(s) to use sick leave, shall be provided prior to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the work force, unless other arrangements are made between the employee and supervisor. Should there be a failure to notify the department prior to the start of the scheduled shift, no sick pay benefit will be paid to the employee for that shift. Under special circumstances, such as incapacitation, the Employer will waive this requirement. For notification purposes, contact will be made with the employee's department, or in the event that contact cannot be made with the department, notification will be made to the Water Plant at (906) 228-0488.

The Employer may at any time notify the employee and the Union in writing that it suspects possible abuse of sick leave benefits by an employee, and may thereafter require competent evidence certifying the employee's inability to work due to illness. The Employer shall provide the employee and Union with necessary justification, including the employee's sick leave record, if abuse is alleged. Should the Union feel that the Employer is being unreasonable and capricious in making such a determination; a special conference can be requested and if the matter is not resolved, it may be submitted directly to Step 2 of the Grievance Procedure.

An employee shall be required to furnish a physician's return to work certificate whenever five (5) or more consecutive sick leave days are claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work or entitled to paid sick leave and said days shall constitute unexcused absence.

ARTICLE 39. FUNERAL LEAVE.

A. An employee shall be allowed three (3) days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half ($\frac{1}{2}$) day funeral leave with pay. The Chapter

Chairperson, or his representative, shall be allowed one-half ($\frac{1}{2}$) day funeral leave with pay in the event of death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

B. Three days of vacation, personal days, or accumulated compensatory time may be used for the following reasons:

1. Attending the funeral of aunts, uncles, nieces or nephews.
2. Attending the funeral of any of the above names relatives outside of the boundaries of the Upper Peninsula.

ARTICLE 40. HOLIDAY PROVISIONS.

A. The paid holidays are designated as:

New Years Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve (day)
Fourth of July	Christmas Day
Labor Day	New Years Eve (day)
November 15	

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

B. Should a holiday fall on Saturday, one (1) day shall be added to the employee's vacation time. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

C. Birthdays. Each employee shall be granted his birthday off as a paid holiday. The employee will be given the option of taking it off or saving the day off for future use with his department head's permission.

D. Employees at the Water Treatment Plant and the Wastewater Treatment Plant who are required to work on Easter Sunday will receive four (4) hours of compensatory time added to their accumulation in addition to their regular straight time pay for that day.

ARTICLE 41. PERSONAL DAYS.

1 through 2 years.....	1 day
3 through 6 years.....	2 days
7 or more years.....	3 days

ARTICLE 42. VACATION PERIOD.

A. Vacation will be granted at such times during the year which are requested in writing by the employee and approved by the Employer, however a forty-eight (48) hour advanced notice will be required by the Employer. In proper circumstances exceptions to the 48 hour notice requirement will be made. Vacation requests submitted to the Employer shall be answered promptly in writing.

B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

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

D. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. Vacation will be accumulative from year to year if the employee is on sick leave.

E. During the life of this Agreement all full time employees who are members of the bargaining unit will earn credit toward vacation with pay in accordance with the following schedule:

<u>Employment</u>	<u>Amount</u>
1 year	5 days vacation
2-5 years	10 days vacation
6 years	11 days vacation
7 years	12 days vacation
8 years	13 days vacation
9 years	14 days vacation
10-13 years	16 days vacation
14-17 years	19 days vacation
18-20 years	22 days vacation

One (1) additional day of vacation for each year of service for years of service from 21 years to 30 years with a maximum vacation of 30 days. In the event an employee terminates employment before completing one (1) full year of work, he shall receive prorated vacation compensation for the time which he has worked, provided the employee has completed his probationary period.

F. A maximum of twenty (20) days may be carried over from year to year. If an employee is refused vacation and his accumulation is placed in jeopardy, the employee's vacation accumulation shall be extended an additional six (6) months or receive said time in the form of pay.

ARTICLE 43. PAY ADVANCE.

A. If a regular pay day falls during a full time employee's extended vacation, he will receive that check in advance before going on vacation. Extended vacation for the purposes of this Agreement is intended to mean five (5) calendar days. Pay advance may be made in cases of vacation of less than five (5) days or in cases totally unrelated to vacation at the discretion of the Employer.

B. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year.

C. Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 44. HOSPITALIZATION MEDICAL COVERAGE.

This coverage shall be applied to all employees covered by the terms of this Agreement.

A. The Employer agrees to continue to pay the full premium for presently maintained hospitalization/medical coverage, including Master Medical, for the employee and his eligible family members, but reserves the right to accept bids for the same or better coverage from other carriers, except that any savings in cost to the employer will be applied to the purchase of additional insurance selected with the mutual agreement of the Employer and the Union.

B. The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family during an employee's absence as the result of any injury or illness (3 months maximum).

C. The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family while the employee is laid off (3 months maximum).

D. The Employer agrees to pay, as provided above, the entire cost of the premium for Outpatient Expense Benefits: (FAE-RC), Routine Pap Smear (RPS), Routine Mammogram (RM), Voluntary Sterilization (VST), Individual Case Management Program (ICMP), ASFP, and Hospice benefits. Effective 7/1/93 add Vision A80 rider.

E. The Employer agrees to pay the full cost of the premium for Dental Benefits with an annual benefit maximum of \$1,000.00.

F. Employees who retire at ages 50 to 65 under the provisions of M.E.R.S., will be given the option to continue at the Employee's expense, to participate in the Employer's group coverage.

G. Effective 7/1/92, hospitalization and medical coverage for employees who retire with 80 points (age plus years of service) the City will contribute \$125.00 of the premium cost per month of the retirees medical insurance until age 65. Effective 7/1/94, the Employer will contribute \$150.00 per month.

H. The Employer agrees to pay an "insurance incentive" of \$1,300.00 annually to employees who utilize their spouse's or other hospitalization/medical coverage similar in benefit level to the City's coverage. The employee shall provide the Employer with evidence of adequate hospitalization/medical coverage prior to receiving payment. Employees who happen to be married to another City employee will receive \$450 per year. Said payments shall be made in accordance with the biweekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

ARTICLE 45. LIFE INSURANCE COVERAGE.

A. The employer agrees to pay the full premium for life insurance plan for each employee, face value of \$15,000 while employed. Effective 7/1/93 said coverage will increase to \$20,000 and effective 7/1/94 coverage will increase to \$25,000.

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

ARTICLE 46. COMPUTATION OF BENEFITS.

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

ARTICLE 47. UNEMPLOYMENT BENEFITS.

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement. Said insurance will be equal to what is available with the Michigan Employment Security Commission.

ARTICLE 48. CLASSIFICATIONS AND RATES.

A. Rate Increases. See Wage Schedule - Appendix "A".

B. Shift Differential.

1. Employees working the second shift shall receive 40¢ per hour in addition to their regular wage.

2. Employees working the third shift shall receive 30¢ per hour in addition to their regular wage.

C. Certificates. Employees of the Water and Wastewater Treatment Plants, and Water Distribution, shall be paid the following additional hourly amounts over their base pay rate for all Michigan State Health Department and Department of Natural Resources certificates received.

<u>Water Distribution</u>	<u>Water Plant</u>	<u>Wastewater Plant</u>
S-1.....50 cents	D-1..75 cents	B.....\$1.20
S-2.....40 cents	D-2..55 cents	C..... .60
S-3.....25 cents	D-3..35 cents	D..... .25
S-4.....15 cents	D-4..15 cents	

Rates paid only at the highest level of license for hours paid including overtime.

ARTICLE 49. COST OF LIVING ADJUSTMENT.

A. COLA shall be frozen for the term of this Agreement and paragraph "B" will not be implemented during the term of this contract.

B. It is further agreed between the parties that in the event the cost

of living during either of the fiscal years exceeds the percentage of wage increase for the given year as more particularly stated above, then, in that event, the wage increase for the particular fiscal year shall be the percentage increase in the cost of living as published by the United States Government and known as the Consumer Price Index-National. In the event that the cost of living in any fiscal year exceeds the wage increase granted by the City and agreed upon between the parties in accordance with the Agreement, the increased wages based on the Consumer Price Index shall be paid quarterly and shall be based on a formula that a one point increase in the Consumer Price Index shall equal five (\$5.00) dollars per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year.

ARTICLE 50. LONGEVITY.

A. Each employee covered by the Agreement shall be paid longevity according to their seniority, to be paid the first pay period of December. Longevity will be based on the following schedule:

<u>Years of Service</u>	<u>7/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
5 years through 9 years	\$190	\$200	\$210
10 years through 14 years	220	230	240
15 years through 19 years	250	260	270
20 years through 24 years	280	290	300
25 years through 29 years	310	320	330
30 years and over	340	350	360

ARTICLE 51. CLOTHING ALLOWANCE.

Full time employees within the bargaining unit shall receive the following clothing provision:

A. Mechanics: five uniforms per employee, per year. Also, five sets of coveralls per employee, per year.

B. All other employees shall receive five uniforms per employee, per year.

C. In addition, 10 pairs of coveralls in the summer months, and 20 pairs of coveralls in the winter months, shall be made available to employees of the Public Works Department, Water Distribution, and Wastewater Collection whose work may require coveralls. The use of the standby coveralls by an employee must be approved by his immediate supervisor.

D. Employees may purchase additional items through the Employer's vendors and enjoy the discount that is granted the Employer on said purchases.

E. Uniforms provided by the Employer shall be worn by the employees only when on duty or when in transit to or from work.

ARTICLE 52. MILEAGE ALLOWANCE.

Employees who during the course of their employment are required to use their personal vehicle for City business, will be reimbursed at the Federal Government rate for all miles driven on behalf of the City of Marquette.

This mileage rate will remain effective during the life of this Agreement between the parties, or until such time as the Federal Government increases or decreases their mileage rate for approved private vehicle use. At such time, the City of Marquette mileage rate covered by this Agreement will change to coincide with the Federal Government rate and will be effective on the same date.

ARTICLE 53. PENSIONS.

A. The pension provisions now in effect for employees covered by this Agreement shall be as follows:

Plan C-1 (Old) of the M.E.R.S. - F55/25

Effective 7/1/93:

Plan B-1 of the M.E.R.S. - F55/25

B. Employer agrees to continue the Social Security Plan.

ARTICLE 54. EDUCATIONAL LEAVE.

Employees shall be allowed to attend appropriate schools to further their skills, provided the Employer determines which schools or seminars may be attended.

ARTICLE 55. SAFETY GLASSES.

The Employer shall provide each employee with a pair of safety glasses. The cost of the glasses will be borne by the Employer. The Employee is responsible for all costs involving eye examinations for the glasses. The Employer will pay for tints or U.V. protection if prescribed by the employee's doctor.

ARTICLE 56. FOOD ALLOWANCE.

Employees working any overtime in a twelve (12) month period ending October 31st of each year will be paid a food allowance on the first payday in December in accordance with the following schedule:

20 to 49 overtime hours worked.....\$ 50
50 to 99 overtime hours worked.....\$100
100 or more overtime hours worked....\$150

ARTICLE 57. CONTINUING BENEFITS.

The following benefits presently being received by employees of the City of Marquette shall become a part of this Agreement.

A. The methods of filling all job vacancies from the seniority list upon retirement, separation or death will lie in accordance with the provisions of this Agreement.

B. Employees shall be allowed to use the department garage for all washing and repairing of the employee's personal vehicles. Employees may only use the garage for work on their personal vehicles and must use only their own tools and supplies for such work. So long as all City employees are prohibited from using the new Municipal Service Center for personal vehicle maintenance, the DPW Union will refrain from utilizing the facility. In the event that other employees or employee groups are allowed to utilize the Facility, the privileges will automatically be restored to the bargaining unit.

C. Management shall assign equipment (trucks, graders, etc.) to qualified employees according to classification. If however, more equipment is needed from a specific classification than there are qualified operators, the Employer will assign qualified operators from the next lower classification.

D. Employees having sustained a work related injury shall be allowed four (4) follow-up visits to the treating physician without loss of pay.

E. Pay periods shall be bi-weekly with pay days on alternate Fridays. When pay days fall on holidays, employees shall receive their pay on the last regular workday prior thereto.

F. Winter maintenance equipment shall be assigned based on a seasonal posting recognizing seniority. If an employee's assigned winter maintenance equipment is out of service or anticipated to be out of service for a period of seven (7) consecutive days, he may request assignment of alternate winter maintenance equipment based upon the employee's seniority.

G. All employees required to sign City required documents and forms, i.e., insurance forms, shall be allowed to do so during working hours.

H. Employees working in an excavation trench or hole of five (5) feet or more in depth shall receive a pay differential in accordance with the following scale:

Laborer.....	\$1.50 per hour
Special.....	\$.50 per hour
All Others.....	\$1.00 per hour

ARTICLE 58. JOB DESCRIPTIONS.

While not physically attached to this Agreement, job descriptions shall be a part of this Agreement. Job descriptions will be reviewed and updated within six months of the signing of this Agreement. Any proposed changes in job descriptions shall be submitted to the Union in writing. The Union shall respond to the proposed description within five (5) working days of the receipt of the proposed description. If the parties cannot reach agreement on said description, it shall be proper subject for negotiations.

ARTICLE 59. APPRENTICESHIP PROGRAM.

A. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of members, of whom shall be selected by the Employer, and by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

B. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

ARTICLE 60. PERSONNEL FILES.

There shall be only one (1) official personnel file maintained by the Personnel Department for each employee. Where an unofficial file is maintained at a department, the Personnel Office shall maintain the original copy at the central office. Where dual files are kept, the information concerning discipline and job performance in each shall be identical.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes. A supervisor may place such notes in the employee's personnel file only if the employee has been given a copy of such notes. However, supervisory notes not kept in the employee's personnel file shall not be used in any personnel transaction of disciplinary action against the employee.

Information not related to the employment relationship shall not be placed in an employee's personnel file without the employees' knowledge.

ARTICLE 61. STRIKES, WORK INTERRUPTIONS.

A. No strikes or work interruptions of any kind shall be caused or sanctioned by the Union during the term of this Agreement. In the event that one Chapter covered by this Agreement acts in violation of this prohibition, there shall be no interruption of work by the other chapters regardless of whether or not picket lines have been established.

B. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 62. WAIVER CLAUSE.

A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

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

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 63. SUCCESSOR CLAUSE.

The Agreement shall be binding upon the Employer's successors, whether such succession be effected voluntarily or by the operation of law.

ARTICLE 64. DISTRIBUTION OF AGREEMENT.

The Employer and Union agree to alternately furnish copies of the Agreement to all employees. For the term of this contract the Union will provide copies of this Agreement to all employees. The Employer will provide contracts to all employees with the next negotiated agreement commencing 7/1/95.

ARTICLE 66. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until June 30, 1995.

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

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination of either party, on sixty (60) days written notice prior to the current years' termination.

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

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to the City Manager, City Hall, 300 W. Baraga Avenue, Marquette, Michigan 49855; or to any such address the Union or Employer may make available to each other.

This Agreement shall become effective as of July 1, 1992.

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

FOR THE UNION:

Robert C. Coolman 10-29-92
Chapter Chairperson

[Signature]
Staff Representative

FOR THE EMPLOYER:

Frank P. Aciotho
Mayor

Norman J. Gruber
City Clerk

PJD:rliuoe547af1cio
82892