

AGREEMENT
BETWEEN
THE CITY OF HOUGHTON

AND

THE HOUGHTON CITY D.P.W. EMPLOYEES
CHAPTER OF LOCAL #226

AFFILIATED WITH MICHIGAN COUNCIL 25
AFSCME, AFL-CIO

HOUGHTON, CITY OF

July 1, 1980

to

June 30, 1983

(Wage Reopener)

July 1, 1981

and

July 1, 1982

(120-day Reopener)

CITY OF HOUGHTON

100 PORTAGE ST.

P.O. Box 406

HOUGHTON, MICHIGAN

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AGREEMENT

This Agreement entered into on this first day of July, 1980 between the City of Houghton (hereinafter referred to as the "EMPLOYER") and the Houghton City D.P.W. Employees' Chapter of Local #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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

1. RECOGNITION. Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

ALL CITY EMPLOYEES, EXCEPT CLERICAL, SUPERVISORY
AND MANAGERIAL EMPLOYEES.

2. AID TO OTHER UNIONS

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

3. UNION SECURITY. Agency Shop

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing 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 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 thirtieth (30th) day following the beginning of their employment in the unit.

4. DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph [d]), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

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

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

(d) AUTHORIZATION FORM

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								

SIGNATURE

EMPLOYER'S COPY



DATE

5. REPRESENTATION FEE CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fees, as provided in a written Authorization in accordance with the standard form used by the Employer herein (see Article 4, Section [d] above), 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 to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

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

(d) See Article 4, Section (d) above.

6. REMITTANCE OF DUES AND FEES

(a) When Deductions begin

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

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

7. PAST PRACTICE

This Agreement supercedes and cancels all previous agreements, verbal or written, or based on alleged practice between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

8. WORK INTERRUPTION

The parties to this Agreement mutually agree that the services performed by the employees covered by this Agreement are essential to the welfare of the Community. The Union, therefore, agrees that during the term of this contract there will be no interruptions of these services by strikes or sit-downs.

9. UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

10. STEWARDS AND ALTERNATE STEWARDS

Two (2) - All other Departments (Two [2] persons).

The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

11. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) 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. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Conferences shall be held at times mutually agreeable to both parties.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

12. GRIEVANCE PROCEDURE. Time of Answers.

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the Steward to the immediate supervisor within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP 1

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

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

(c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Chief Steward to the immediate supervisor.

(d) The immediate supervisor shall answer the grievance within two (2) working days.

STEP 2

(a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Local Unit Chairperson, who may submit the grievance in writing to the supervisor within three (3) working days.

(b) The supervisor shall answer the grievance within three (3) working days.

STEP 3

(a) If the supervisor's answer is not satisfactory, the Local Unit Chairperson may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(c) The Local Unit Chairperson or his representative shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer.

STEP 4

(a) Board of Appeal. If the representatives of the Employer and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the Council representative. The representative of the Council and/or the International Union will review the matter, and if they wish to carry the matter further, they will within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

(b) If the Council and/or the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the steward and the written answers to the grievance and such other written records as there may be in connection with the matter, and forward the same to the Employer, together with a notice that his answer with respect to the grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition. Such disposition to be made within two (2) weeks of the submission to the Appeal Board.

13. MEMBERSHIP OF THE APPEAL BOARD

(a) The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Council and/or International Union, and, when necessary, an impartial chair-

man. The parties shall, within two (2) weeks after appointment of arbitrator, submit to him all facts regarding the case.

(b) In the event that they are unable to settle the matter, it shall be determined by decision of an impartial chairman selected by the American Arbitration Association and not by majority vote of the Board.

(c) Any impartial chairman selected shall have only the functions set forth herein. The fees and expenses of an impartial chairman will be paid by the parties equally.

14. TIME OF APPEALS

(a) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step and from the second step to the third step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(b) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

15. WITHDRAWAL OF CASES

(a) After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decisions. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

16. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) 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.

17. COMPUTATION OF BACK WAGES

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

18. DISCHARGE AND DISCIPLINE

(a) Notice of discharge or discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the department of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the department and the Employer will make available an area 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 discipline with the employee and the steward.

(c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

19. SENIORITY. Probationary Employees.

(a) New employees hired into the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period by accumulating ninety (90) days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from his first date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

20. SENIORITY LISTS

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

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

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union membership with up-to-date copies at least annually or upon request.

21. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

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

(c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

22. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification.

23. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the City which they can perform and shall be recalled to work in the event of a layoff on the first open job in the City which they can perform.

24. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Unit Chairperson, Unit Secretary and Chief Steward of the Local Union shall in the event of a layoff only be continued at work at all times, provided they can perform any of the work available.

25. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days following the conclusion of negotiations.

26. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease of work and unpredictable economic problems.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: probationary employees will be laid off on a City basis. Seniority employees will be laid off according to seniority as defined in Sections 19 (c), 23 and 24. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Unit Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

27. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Sections 19 (c), 23 and 24. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to notify the Employer within twenty-four (24) hours upon receipt of the notice of recall or report to work within ten (10) days of date of notice, he shall be considered a quit. Under exceptional reasons, an extension of this time limit will be at the discretion of the Employer.

28. TRANSFERS

(a) Transfer of Employees: If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) The Employer agrees that in any movement of work not covered above in Section 28 (a), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(c) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the City Garage at least seven (7) calendar days prior to filling such vacancy or newly-created position.

29. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in the building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job
2. His ability to perform the job

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's chief steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) week 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 shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

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

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

30. VETERANS

(a) Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or

a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

31. VETERANS LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

32. LEAVE OF ABSENCE FOR 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 with the City 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 normal limit.

33. LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

- (a) Serving in any elected union position. (two [2] years)
- (b) Maternity leave (six [6] months. If there is a need for further leave, it may be taken under the illness leave of the contract.)
- (c) Illness leave, physical or mental - (two [2] years)
- (d) Prolonged illness in immediate family (two [2] years)

Such leave may be extended for like cause.

34. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to Local Union positions which take them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

(b) A member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed two (2) days off without loss of time or pay to attend such conferences and/or conventions. Any additional time will be without pay.

35. SICK LEAVE

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year with one hundred twenty (120) days' accumulation. All days of unused sick leave will be paid upon severance of employment. Unused sick leave will be paid at the employee's prevailing rate. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(b) Employees taking sick leave should call in to the Public Works Department at least one (1) hour before the start of their shift unless circumstances prevent them from doing so.

(c) Sick leave may be used by an employee due to illness or injury to his mother, father, son or daughter, wife or husband who resides in the same household as the employee, until other arrangements can be made. Every effort should be made by the employee to keep this use to a minimum.

36. FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, and grandparents. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. The City Unit Chairperson or his representative, shall be allowed one-half (1/2) funeral leave day in the event of a death of a member of the Union who is a member of the City, for the exclusive purpose of attending the funeral. In the event an employee must attend a funeral other than the above, the employee may use sick leave (maximum eight [8] hours).

37. LONGEVITY PAY

See Appendix A.

38. WORKING HOURS, Shift Premium and Hours.

(a) Employees who work on the second or third shift shall receive, in addition to their regular pay for the pay period,

twenty cents (20¢) per hour and thirty cents (30¢) per hour for the second and third shifts respectively, additional compensation.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of eight (8) hours of work per day, plus thirty (30) minutes off for lunch.

(d) Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

(e) An employee reporting for overtime duty shall be guaranteed at least three (3) hours' pay at the overtime rate.

39. TIME AND ONE-HALF. Time and one-half will be paid as follows:

(a) For all hours over eight (8) in one day.

(b) For Sunday as such.

(c) For hours in excess of the regular work week.

(d) Change in shift will be considered changed to a normal shift if six (6) hour notice has been given.

40. DOUBLE TIME

Double time will be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

41. HOLIDAY PROVISIONS

(a) The paid holidays are designated as New Year's Day, the last three (3) hours of the employee's regular shift on Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the last four (4) hours of the employee's shift on Employees' Picnic Day, and the last four (4) hours of the employee's shift the day before New Year's. All additional hours worked will be at the holiday rate.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) Easter Sunday will be considered a paid holiday only if the employee actually works on this day. The employee(s) working this day would receive double time.

(d) To be eligible for holiday pay, an employee must work the day before and the day after a holiday, unless he is sick, on leave of absence, or has any other legitimate excuse.

(e) An employee who is sick on a holiday shall receive holiday pay and no deduction shall be made on his sick leave.

42. VACATION. Eligibility

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

1 regular work week's vacation after 1 year service;

2 regular work weeks' vacation after 2 years' service;

1 additional work day's vacation for each year worked after the second year, up to a maximum of twenty (20) vacation days.

(b) In the event of the death of an employee, his unused accrued vacation will be paid to his beneficiary. For the year that his death occurred, his vacation shall be pro-rated from his last anniversary date.

43. VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into periods of not less than two (2) days. Such scheduling does not drastically interfere with the operation.

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

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

(e) 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.

44. PAY ADVANCE

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation if requested two (2) weeks in advance. Such check shall be for vacation time only. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following 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.

45. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (a) Notices or recreational and social events
- (b) Notices of elections
- (c) Notices of results of elections
- (d) Notices of meetings

46. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

47. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of the higher classification for all hours worked while filling such vacancy, provided that they work on the job one (1) hour or more, except in the case of working on the sanitary sewers for which they will be paid a minimum of one (1) hour, or the hours actually worked, whichever is greater.

48. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. This shall include appearances in court as a witness.

49. SAFETY COMMITTEE

A safety committee of employees and the Employer representatives is hereby established. This committee will include the steward of each department and shall meet at least once per month during regular daytime working hours, for the purpose of making recommendations to the Employer.

50. EQUALIZATION OF OVERTIME HOURS

The assignment of equipment will be on the basis of qualification and seniority. Personnel with equal qualifications; the preference of equipment will be awarded to the employee with the most seniority. Management reserves the right to assign all equipment for which no operator has opted. (volunteered)

For the purpose of overtime, the assignment will be based on equipment need. If the operator assigned to the particular piece of equipment is not available, the qualified employee with the least number of overtime hours in that classification will be called, as per contract. In the event an employee of another classification is performing work on a normal shift outside of his classification, he may continue on that job on overtime, if it is a continuation of that job.

On scheduled overtime jobs, employees assigned to those jobs during the normal work week will continue on the scheduled overtime.

On projects that require the presence of a leadman, he may be called out without adhering to the provisions of section #50 of the contract. He may also perform work on any equipment provided that the total number of hours worked on equipment does not meet or exceed the minimum call-out requirements of Section 38 (e) of contract. His overtime hours will be included in the Equipment II classification.

An up-to-date list showing overtime hours will be posted bi-monthly in a prominent place in each building.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours worked by the employee replacing him during that callout period (three [3] hour minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

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

51. HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross-Blue Shield plus Master Medical Rider, Option 4. This coverage shall be applied to all seniority employees.

An employee will be permitted to retain his insurance through the City until age sixty-five (65) at the employee's own expense.

52. WORKER'S COMPENSATION. On-the-Job Injury

Each employee will be covered by the applicable Worker's Compensation Law, and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be deducted from employee's sick leave by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours.

53. This Agreement shall be binding upon the Employer's successors, assigns, purchaser, leasees 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 merged or consolidated Employer.

54. The following Appendixes are incorporated and made a part of this Agreement:

Appendix A - Classifications and Rates

Appendix B - Retirement Fund

Appendix C - Fire Truck Drivers

Appendix D - Parking Meter Enforcement Officer

55. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight June 30, 1983 and shall be reopened for wages on July 1, 1981 and July 1, 1982.

(a) If either party desires to modify or change this Agreement, it shall, one hundred and twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. 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.

(b) 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 1034 N. Washington Avenue, Lansing, Michigan 48906, and if the Employer, addressed to Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each other.

56. EFFECTIVE DATE

This Agreement shall become effective July 1, 1980.

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

HOUGHTON CITY EMPLOYEES'
CHAPTER OF LOCAL #226,
COUNCIL 25, AMERICAN FED-
ERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

THE CITY OF HOUGHTON

Frank A. Morin

Herbert K. Schrubel

James A. Lightfoot

Robert J. Raffalli

Council #25, AFSCME, AFL-CIO

[Signature]

APPENDIX A

CLASSIFICATIONS AND RATES

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>BASE PAY SCHEDULE 1980 - 1981</u>
1	Laborer	\$4.72
2	Fire Truck Driver	4.86
2	Custodian	4.86
3	Sanitary Crew	5.00
4	Water Laborer	5.16
5	Meter Reader (Water) or Parking Meter Enforcement Officer	5.31
5	Equipment I - Light	5.31
6	Mechanic I	5.46
6	Landfill Operator	5.46
8	Equipment II - Heavy	5.80
8	Water Maintenance Man	5.80
8	Arena Operator II	5.80
10	Mechanic II	6.18
10	Leadman I	6.18
11	Leadman II	6.80

646
486

1150

There will be an additional four percent (4%) increase in the pay rate after one (1) year; five (5) years; ten (10) years; fifteen (15) years; and twenty (20) years of service.

Any employee working on Sanitary Sewers will receive twenty-five cents (25¢) more per hour.

The City is to furnish coveralls for the sanitary crews and mechanics. The City will provide one (1) pair of rubber boots (knee-high) per employee per year.

Those employees who are permanent shall receive their regular wage while called out on fire duty during working hours.

Any employee belonging to a Fire Department other than the City of Houghton must receive permission from the Director of Public Works or his designated representative before leaving work to respond to an alarm.

APPENDIX B

RETIREMENT FUND

1. Mandatory retirement at sixty-five (65) which may be extended for one (1) year periods with physical examination.
2. Retirement Plan: In addition, beginning July 1, 1972 the Employer shall contribute an amount of three percent (3%) of each employee's gross pay bi-weekly to be placed in a retirement fund, and effective July 1, 1980 the Employer's contribution shall be four percent (4%) of gross pay. The employee shall contribute an amount of four percent (4%), deducted from his bi-weekly paycheck to be placed in a retirement fund for employee in a financial institution in Houghton County. Any employee severing employment with the City, with less than five (5) years' seniority, will receive only that amount plus interest, that was contributed by the employee, unless such severance is because of total disability or death, which in such event, he shall receive both the Employer contribution and his own, plus interest. Any employee with five (5) years or more of service shall be entitled to the full amount contributed by the Employer and himself, plus interest, upon severance, retirement and in event of death, such amount will be paid to his estate. The Employer and Union will set up a joint committee to administer said pension plan.

APPENDIX C

FIRE TRUCK DRIVERS

It is agreed by the parties that if the City of Houghton should ever go back to having full-time fire truck drivers, that the employees holding that classification, at the time it was deleted, would be given the first opportunity to return to that classification.

APPENDIX D

PARKING METER ENFORCEMENT OFFICER - UNIFORM ALLOWANCE

1. Create the position of "Parking Meter Enforcement Officer" at the base rate of Grade 5. His duties to include the following:
 - Deputized to write parking violations
 - Assist merchants and customers
 - Collect meter monies - work for City Treasurer's office
2. Uniform allowance of three-hundred dollars (\$300.00) per annum. All money is to be set aside for use at once. The uniforms purchased or repaired with this allowance will be repaired and purchased through the City. If employee does not use all of his allowance through the year he will forfeit the remaining amount and start out the new year with another three-hundred dollars (\$300.00). All uniforms and equipment furnished by the City will remain City property at all times, and upon the termination of employment with the City, all uniforms and equipment will be returned to the City.

ADDENDUM TO AGREEMENT

Re: Temporary or Part-Time
Employees of the Ice Arena

It is hereby understood and agreed by the parties that the employees working less than twenty (20) hours per week shall be excluded from the bargaining unit.

It is further understood and agreed that such part-time employees will not be utilized for the purpose of circumventing overtime of regular employees; and in addition, will not perform work normally performed by any other member of the bargaining unit.

FOR THE UNION:

Frank A. Morin

Arthur Ajjama

Herbert R. Schnabel

James A. Lightfoot

Robert J. Raffalli
Council #25, AFSCME, AFL-CIO

FOR THE EMPLOYER:

[Signature]

