

2/28/93

AGREEMENT

BETWEEN

VILLAGE OF LAURIUM

AND

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

AND

VILLAGE OF LAURIUM  
EMPLOYEES  
CHAPTER OF LOCAL #226

Effective: March 1, 1991

Expiration: February 28, 1993

*Fairview, Village of*

## AGREEMENT

This Agreement entered into on this first day of March, 1991, between the VILLAGE OF LAURIUM (hereinafter referred to as the "EMPLOYER") and LOCAL #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "UNION").

### 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, REPRESENTATION AND UNION SECURITY.

(a) 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 VILLAGE EMPLOYEES EXCEPT CLERICAL, SUPERVISORY,  
AND MANAGERIAL EMPLOYEES.

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

(c) 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.

(d) 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.

(e) 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.

(f) An employee who shall tender an initiation fee--(if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(g) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

(h) 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.

(i) Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

1. Check-off forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues Form:

(See attached)

2. When Deductions begin. Check-off deductions under all properly executed Authorization for Check-off of Dues form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

3. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of Council #25 with a list for whom dues have been deducted within ten days thereafter.

4. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

5. Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.

## 2. STEWARDS.

The Employer recognizes the right of the Union to designate job stewards and alternates.

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

## 3. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Unit Chairman 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) 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 conferences 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 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 the conference with the representatives of the Employer for which a written request has been made.

## 4. GRIEVANCE PROCEDURE.

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 II. (a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Unit Chairman, 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 III. (a) If the supervisor's answer is not satisfactory, the Unit Chairman 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 Unit Chairman 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 IV. (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.

## 5. 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 chairman. The parties shall, within two (2) weeks after appointment of an 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 parties, or in the event they cannot agree upon an impartial chairman within five (5) days, by an arbitrator selected by the Michigan Labor Mediation Board, in accordance with its procedures, and not by majority vote of the Board.

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

## 6. TIME OF APPEALS AND WITHDRAWAL OF CASES.

(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 liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within 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.

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

(d) 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.

## 7. 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 and his designated representative will discuss the discharge and 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.

#### 8. SENIORITY.

(a) New employees hired in the unit shall be considered as probationary employees for the first thirty (30) days of their employment. The thirty (30) days' probationary period shall be accumulated within not more than ninety (90) calendar days. When an employee finishes the probationary period, by accumulating thirty (30) days of employment within not more than ninety (90) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day thirty (30) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes 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.

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

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

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

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

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for five (5) 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.
4. 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.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.

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

(i) 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 Village which they can perform and shall be recalled to work in the event of a layoff on the first open job in the Village which they can perform.

(j) Notwithstanding their position on the seniority list, the Unit Chairman, 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.

## 9. LAYOFF.

(a) The word, "layoff" means a reduction in the working force due to a decrease of work and/or for lack of funds.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a part-time basis. Seniority employees will be laid off according to seniority as defined in Article 8, Sections (c), (i) and (j). 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 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.

#### 10. RECALL.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 8, Sections (c), (i) and (j). 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 to have terminated his employment. Under exceptional reasons, an extension of this time limit will be at the discretion of the Employer.

#### 11. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within 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 (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 an 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 the Village Garage at least seven (7) calendar days prior to filling such vacancy or newly-created position.

#### 12. PROMOTIONS.

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 requirements for the position in a conspicuous place in the building. Employees interested shall apply within the seven (7) calendar days' posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be assigned to the job, for the purpose of determining:

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.

### 13. VETERANS.

(a) 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.

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

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

(e) 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 Village 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 one (1) week per year is the normal limit.

### 14. LEAVE OF ABSENCE.

(a) Leaves of absence for reasonable periods not to exceed thirty (30) days will be granted without loss of seniority for:

1. Serving in any elected position, (public or union).
2. Maternity leave.
3. Illness leave (physical or mental).
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family.

Such leave may be extended for like cause.

(b) Members of the Union elected to local union positions or selected by the Union to do work which takes 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.

(c) 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, and additional time will be without pay.

#### 15. SICK LEAVE AND BEREAVEMENT.

(a) Every regular employee shall earn sick leave with pay at the rate of one (1) day for each completed month of employment after he has qualified as a regular employee. Sick leave may be accumulated to a maximum of one hundred twenty-five (125) days. Sick leave shall not include sickness or disability resulting from injuries or accidents which are compensable under the Michigan Workers' Compensation Act. At least one (1) hour before the commencement of his regular work shift, an employee who intends to claim sick leave shall notify his supervisor. A doctor's certificate may be required after three (3) consecutive sick leave days.

(b) Every employee in whose family the death of a father, mother, brother, sister, wife, child, mother-in-law, or father-in-law shall occur shall be entitled to three (3) days' sick leave not to be deducted from sick leave.

(c) Employees shall be granted two (2) personal leave days per year, chargeable to sick leave.

#### 16. WORK WEEK AND WORK DAY.

(a) The regular work week shall be five (5) eight-hour days, Monday through Friday.

(b) The number of hours worked shall be equalized insofar as possible in the various job classifications.

(c) All employees shall be entitled to a coffee break of twenty (20) minutes in the A.M., and all employees shall be entitled to a lunch break of twenty (20) minutes. The above stated break times are to be paid by the Employer. The breaks are to be taken on the job site or in the vehicle unless conditions or weather dictate otherwise. The only exception to this policy apply to those on the garbage truck or a sanitary sewer job who then take the break period at the garage or fire hall.

17. HOLIDAY PAY.

(a) The employees shall receive their regular wages in the weeks the following named holidays occur:

New Year's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Eve
Fourth of July	Christmas Day
Birthday as a floating holiday	

Should any holiday fall on Sunday, Monday will be considered to be the holiday.

(b) Employees called to work on Christmas Eve, Christmas Day, New Year's Day, Thanksgiving Day, the Day after Thanksgiving and Veterans Day shall be paid time and one-half (1-1/2) in addition to holiday pay. Employees will receive straight time for all hours worked on the remaining holidays in addition to holiday pay.

18. VACATIONS.

Regular employees who have been in the employ of the Employer for one year shall be entitled to one week of vacation at their regular rate of pay. Employees with two years shall be entitled to two weeks' vacation at their regular rate. Employees with seven years shall be entitled to three weeks' vacation at their regular rate. Employees with twelve (12) years shall be entitled to four (4) weeks vacation at their regular rate of pay.

19. UNION BULLETIN BOARDS.

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

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

20. 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.

21. 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.

22. TEMPORARY ASSIGNMENTS.

All regular employees who receive 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 pay of the higher classifications for all hours worked while filling such vacancy.

23. CALL TIME.

Employees called to work for hours other than their regularly scheduled shifts shall be guaranteed a minimum of two (2) hours.

24. TIME AND ONE-HALF.

All regular employees will be paid at the rate of time and one-half for all hours worked over the regular work hours in one day or forty hours in one week.

25. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

26. EQUALIZATION OF OVERTIME HOURS.

(a) Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted bi-monthly in a prominent place in each building.

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

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two (2) hour minimum).

(d) 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.

(e) 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.

#### 27. 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, with Master Medical Rider III, ML, D45NM & Prescription drug \$2.00 co-pay. This coverage shall be applied to all seniority employees. The Employer agrees to pay full premiums for Comprehensive Basic Dental Program. This coverage shall be applied to all seniority employees.

Any employee not electing health care protection as provided above, may, upon written application, receive the sum of \$125.00 per month in lieu of the health care protection.

#### 28. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium for \$17,500.00 life insurance for each employee.

#### 29. WORKER'S COMPENSATION.

Each employee will be covered by the applicable Worker's Compensation Laws 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.

#### 30. MANAGEMENT RIGHTS.

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to (1) full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the rights to change or introduce new or improved operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees; (5) and the right to discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

### 31. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assigns, purchaser, leasees or transferees, whether such succession, assignments 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.

### 32. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until midnight, February 29, 1993.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year, thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) 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. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. 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.

(c) 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 to the Employer, addressed to Laurium, Michigan 49913, or to any such address as the Union and the Employer may make available to each other.

### 33. SEVERABILITY.

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

34. APPENDIXES.

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

- Appendix A - Classifications and Wage Scale
- Appendix B - Work Uniforms
- Appendix C - Pension

35. EFFECTIVE DATE.

This Agreement shall become effective on March 1, 1991.

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

VILLAGE OF LAURIUM EMPLOYEES,  
LOCAL #226, COUNCIL #25,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

VILLAGE OF LAURIUM, MICHIGAN

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Michigan Council 25,  
AFSCME, AFL-CIO

*Ronald J. Miller, Pres*

\_\_\_\_\_

*D. J. [unclear]*

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*Kevin Dargatzis, Clerk*

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APPENDIX A  
CLASSIFICATIONS AND WAGE SCALE

	<u>RATE</u>			
	March 1, 1991	March 1, 1992		
LEADER	\$10.04	\$10.44		
MECHANIC	\$10.04	\$10.44		
HEAVY EQUIPMENT OPERATOR				
Snow Plow Operator	\$ 9.21	\$ 9.61		
Grade Operator				
Snow Rotation Operator				
Loader Operator				
Light Dump Truck Operator				
Sanitary Dump Truck Operator	\$ 6.00	\$ 6.40		
HEAVY EQUIPMENT OPERATOR (New Hire):				
<u>Effective Date</u>	<u>Start</u>	<u>Complete 100 Hrs.*</u>	<u>Complete 200 Hrs.**</u>	<u>Complete 300 Hrs. **</u>
3/1/91	\$ 5.96	\$ 6.99	\$ 7.90	\$ 9.21

\*Includes snow plow operator, grade operator, snow rotation operator, and loader operator

\*\*Completion of number of hours of heavy equipment operation to qualify for pay advancement.

APPENDIX B  
WORK UNIFORMS

- (a) The Employer shall furnish coveralls and gloves for the employees.
- (b) The Employer shall pay to the employees the sum of \$100.00 per year for uniform maintenance and upkeep.
- (c) The Employer shall pay up to a maximum of \$75.00 each year towards an employee's purchase of a pair of boots upon presentment of a receipt showing purchase of said footwear.

## APPENDIX C

### PENSION

The Employer shall provide a fully-paid Municipal Employees Retirement Plan --Benefit C-1. The Employer shall also pick up twelve (12) years prior service.

Funding the cost of this Benefit Plan C-1 will commence on March 1, 19\_\_\_. The Employer is not responsible for funding this plan for the past two years; instead, the Employer has picked up a twelve (12) year past service cost versus the original ten (10) year past service cost of two years ago.

### Military Service Credit

Employees who have served with any branch of the active military service shall have the right to purchase military service credit which may be applied toward an employee's pension rights.

## APPENDIX D

### LAYOFFS

(a) All Employees Union benefits will continue during the length of the layoff, with the exception of a designated permanent Layoff.

(b) Employees overtime and call in time will remain the same as stated in the Union contract.

(c) Employees on layoff will be called back for any open positions, open hours and/or shifts within the Village.

(d) Employees will be permitted to take vacation at any time thru the layoff, with a reasonable request period by the Employee.

(e) A revision of the layoff plan will be made if the Village receives a millage increase.

(f) Employees on layoff will be called back to fill all open vacation and sick leave time.

(g) The Village agrees not to make any large expenditures without a conference with the Union, with the exception of an emergency need.

(h) The Village agrees to issue a fund balance sheet of all Village accounts on a regular bases to the Union Employees and meet with same for regular Village financial updates.

(i) The Village will make an immediate effort to generate revenues thru the period of the layoffs.

(j) The Village will take immediate action to revise the Arena operation and generate funding for same.

(k) Employees on layoff will work one (1) full shift per week.

(l) Any violation of this Appendix or the withholding of information by the parties of this agreement, all conditions of the present Union contract will be restored immediately, with this agreement becoming null and void.

(m) Due to a lack of Employees on a daily work schedual it is to be noted that normal work details will be effected and delayed thru the course of the layoff.

(n) Employee layoffs will start the day following the end of a two (2) week pay period.

(o) Employees will be permitted to carry over all vacation balances to the following year if not used within scheduled time period.

(p) The Village agrees to permit the Street Department to administer the layoff of Personnel within the Department.

FOR THE UNION:

Laurium Street Department Employees  
Chapter of Local # 226, Council # 25  
American Federation of State, County  
and Municipal Employees, AFL-CIO:

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FOR THE EMPLOYER:

VILLAGE OF LAURIUM:

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Modification to Contract April 9, 1992