

3499

12/31/2000

AGREEMENT

BETWEEN

THE CITY OF NEGAUNEE

AND

LOCAL #1415

Affiliated with Michigan Council #25
AFSCME, AFL-CIO

Negaunee, City of

Effective: January 1, 1998

Expires: December 31, 2000

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PREAMBLE

This Agreement entered into on this 11th day of December, 1997, between the City of Negaunee (hereinafter referred to as the "EMPLOYER") and Local 1415 affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (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 among all employees.

ARTICLE 1. RECOGNITION.

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 full-time employees of the Employer included in the bargaining units, excluding Police, Volunteer Firemen, Supervisors, Administrative Officers, Manager's Secretary, and seasonal or temporary employees.

ARTICLE 2. MANAGEMENT RIGHTS.

The City, on its own behalf and of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employees except such as are specifically relinquished herein are reserved and remain vested in the City, including but without limiting the generality of the foregoing right:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or method of operation.

2. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
 - A. Notify the employee of the provisions of this Agreement;
 - B. Obtain the employee's response; and
 - C. Notify the Union of the employee's response.
3. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
5. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 6. In order that each employee may be made familiar with the Union Security and other provisions of this Agreement and his rights and responsibilities thereunder, the Employer will allow the Union to meet with new employees for at least thirty (30) minutes at the time of hiring.

ARTICLE 4. DUES CHECK-OFF

Section 1. 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 provided by the Union and used by the Employer, provided that the said form shall be executed by the employee. The written authorization (see Article 4, Section 4) for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract and may be revoked only by written notice given upon termination, severance or retirement of an employee. The termination must be given both to the Employer and the Union.

Section 2. 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.

ARTICLE 7. REPRESENTATION.

A. The Unit may be represented by one (1) Chief Steward and one (1) Steward to be elected and assigned at the discretion of the Union. During their absence the Local Union President may appoint an alternate steward.

B. When requested by an employee, a Steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

ARTICLE 8. SPECIAL CONFERENCES.

A. Special conferences for important matters will be arranged between the Local President and the Employer or his designated representative upon the request by either party. Such meetings shall be between representatives of the Union and representatives of Management. 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 between the hours of 9:00 a.m. and 4:00 p.m. 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 Union Council.

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.

ARTICLE 9. GRIEVANCE PROCEDURE.

Section 1. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing by the employee within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the employee. The Employer shall receive signed and duplicate copies of all grievances stating the specifics of the grievance and section of the contract allegedly violated. For the purpose of this Article, all absences identified in the terms of this Agreement shall be excluded from all time limits for both parties.

(f) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(g) All records of a disciplinary nature which would have a bearing on an employee's continued employability will be entered into the appropriate file kept by the Employer for that and other purposes. The employee will receive a copy of any disciplinary action taken against him and shall be the only records allowed to be introduced at any subsequent arbitration hearing.

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

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

ARTICLE 10. DISCIPLINE AND DISCHARGE.

Section 1. Disciplinary action or measures shall include the following in order:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension (not to exceed five working days).
- D. Discharge.

If the Employer has reasons to reprimand an employee, it shall be done, in a manner that will not embarrass the employee before others. If an offense is of the nature to endanger other employees, the public and/or property either public or private, the employee may be sent home.

Section 2. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge, suspension or written reprimand of an employee, to notify, in writing, the employee and his steward of the discharge, suspension, or written reprimand. Said written notice shall contain the specific reasons for the discharge, suspension, or written reprimand.

Section 3. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and

will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated.

4. Failure to return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from sick leave and leaves of absence within three (3) days after the termination of said leave.
6. He retires.
7. In the case of extraordinary circumstances special consideration will be given to items three and four.
8. Loss of seniority under the above provisions is subject to the Grievance Procedure.

Section 3. In the event of a tie in seniority, the tie shall be broken by the last four digits of the employee's social security number, the lowest number becoming the most senior employee.

Section 4. Seniority List.

- a. Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee.
- b. The seniority list on the date of this Agreement will show the date of hire and names of all employees of the unit entitled to seniority.
- c. The Employer will keep the seniority list up to date and will provide the Local Union with up-to-date copies annually and modifications thereto biennially.

Section 5. Seniority of Officers and Stewards. The President, Vice President, Treasurer, Secretary and Chief Steward in that order, shall head the seniority list of the unit, during their term of office in the event of layoffs.

ARTICLE 12. JOB POSTING AND BIDDING PROCEDURE.

In the event of a vacancy or newly-created position, able and qualified employees shall be given first opportunity to apply for the position. Job vacancies will be posted within five (5) days of the vacancy for a period of seven (7) calendar days, setting forth requirements for the position in conspicuous places in the City. Employees interested shall apply within the seven (7) calendar day posting period.

The posting for jobs created by promotion or transfer is to be tied to the six (6) week trial period given to the individual being

ARTICLE 15. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, providing they are able and qualified to perform the job available. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within ten (10) days from the date of receipt, he shall be considered a quit.

ARTICLE 16. WORK HOURS.

Section 1. (a) Hours of work for all first shift employees, except continuous operations employees, shall be 7:00 a.m. to 12:00 p.m. and 12:30 p.m. to 3:30 p.m.

(b) Hours of work for all Winter Maintenance Third Shift employees shall be 11:00 p.m. to 7:30 a.m. with a one-half hour unpaid lunch break to be scheduled with the employees on the shift.

(c) The Employer will provide employees with at least one week advance notice prior to commencement of the Winter Maintenance Third Shift for the year. The Winter Maintenance Third Shift will not commence prior to the first Monday preceding December 1 or continue after the first Friday following April 30. The Winter Maintenance Third Shift will commence with a Monday shift (starting at 11:00 p.m. Sunday) and end with a Friday shift (ending at 7:30 a.m. Friday).

Section 2. Other than for hours worked on the Winter Maintenance Third Shift, all hours worked prior to 7:00 a.m. for snow plowing operation may be taken as compensatory time off for all employees. When first shift employees are scheduled by the end of their shift for additional snow plowing during the third shift the normal reporting time will be 3:00 a.m.; when snow plowing is not scheduled until after the end of the shift the reporting time will depend on the needs of the operation. Whenever reasonably possible additional snow plowing will be scheduled before the end of the shift.

Section 3. The normal hours of work shall be eight (8) per day and forty (40) per week except for employees in continuous operations as discussed below.

Section 4. Work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards. Except for emergency situations, any alterations of work schedule shall be discussed with the Union prior to making the change.

Section 5. Employees engaged in continuous operations are defined as those employees engaged in an operation that is scheduled for more than one (1) eight-hour shift per day on a

ARTICLE 17. OVERTIME.

Section 1. Time and one-half (150%) the basic hourly rate will be paid to all employees within the bargaining unit:

- a. For all hours of work performed in excess of eight (8) hours in any one (1) work day.
- b. For all hours of work performed in excess of forty (40) in one (1) work week.
- c. For all hours of work performed on Saturday.

Section 2. Double time (200%) of the basic or hourly rate will be paid to all employees within the bargaining unit for all hours of work performed on Sunday and holidays.

Section 3. Upon mutual agreement between Employer and employee, compensatory time off may be taken in lieu of cash payment of overtime. The overtime rate of pay shall be one and one-half hour's compensatory time off for each hour of overtime work. In the event the employee chooses compensatory time, it must be taken within a six (6) month period.

Section 4. Overtime compensation shall be paid at the end of the payroll period following the payroll period in which it was earned.

Section 5. Overtime and holiday premium hours shall be divided as equally as possible among employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted every three (3) months in a prominent place in each appropriate work area. Whenever overtime or premium time is required, the person with the least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime or premium time hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work. 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 or premium time hours of the employees working during that period. (See Appendix "E".)

Section 6. Emergency overtime work may be performed by any available qualified bargaining unit employee when the Employer is unable to properly schedule such overtime because of unforeseen circumstances.

to work, the temporary employee will be released within five working days of full time employees notice of return to work.

5. Management may utilize paid or volunteer labor to maintain ball fields, parks, and related recreational facilities and activities during the appropriate seasons.
6. Management will maintain a minimum personnel compliment of 23 in DPW and related departments (exception - Water Plant) for this addendum to be in effect.
7. Student interns may be used in the Wastewater Treatment Facility within the scope of the approved job description as long as management maintains a minimum personnel compliment of three operators in the Wastewater Treatment Facility. Work study students may be utilized by the Department of Public Works in conjunction with the local high schools for periods not exceeding 20 hours per week.
8. The Director of Public Works will be allowed to do bargaining unit work consistent with the previous position held within the bargaining unit for the six month period identified in Article 13 of the contract.
9. The Director of Public Works may perform high voltage power line work in the Electric Department only.

ARTICLE 21. CONTRACTING AND SUB-CONTRACTING OF WORK.

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit, without first holding a special conference thirty (30) days prior to the proposed date of implementation. Upon a written request from the Union specifying the reason for the request, a special conference shall be held by the Negaunee City Council. The decision of the City Council shall not be subject to the Grievance Procedure.

It is understood and agreed that in cases of emergency the Union may waive the thirty (30) day notification requirement outlined herein. However, it is understood that the special conference will be held as soon as reasonably possible.

ARTICLE 22. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference as per Article 8.

Section 3. Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend.

ARTICLE 28. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the officers of the Local Union and shall meet at the request of either party during regular daytime working hours, for the purpose of making written recommendations to the Employer. Requests for such meetings shall include the substance of the safety issues to be discussed and the date such issues were first submitted.

ARTICLE 29. PAYDAY.

The salaries and wages of employees shall be paid on a Friday, bi-weekly basis except under conditions over which the City has no control. In the event this day is a holiday, the preceding day shall be the payday.

ARTICLE 30. WORKERS COMPENSATION.

Employees will be paid on the following basis if a compensable accident occurs; compensation checks will be issued to the employee under the existing statute. The difference between the compensation checks received and the employee's regular rate of pay will be pro-rated against accrued sick leave credit. The difference between the employee's compensation and his full rate of pay will be paid by the City until his accrued sick leave is exhausted. Thereafter, the employee will receive such compensation as provided under the Worker's Compensation Act.

The Employer will pay for the employee's hospitalization/medical coverage when the employee is receiving Workers' Compensation Insurance for a period of 24 months. Upon application by the employee to the City Manager, this provision may be extended for a period of twelve months. In the event the request for extension is denied by the City Manager, and the employee disagrees with the decision, the dispute may be submitted to the grievance procedure.

Employees while on Workers' Compensation shall continue to accrue sick leave through the month following the month of injury.

Employees while on Workers' Compensation shall continue to accrue Vacation through the month following the month of injury.

ARTICLE 33. FUNERAL LEAVE.

Section 1. An employee shall be allowed three (3) working 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, grand-parents and 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 (1/2) funeral leave day with pay, not to be deducted from sick leave.

Section 2. Employees who wish to attend the funeral of a City employee shall indicate same in writing and shall be granted ample time off (including time off to clean up and change) with pay provided that they attend the funeral. Employees who wish to attend the funeral of a retired City employee must meet the above criteria and must have worked with the retiree.

ARTICLE 34. VACATION.

Section 1. Each full-time employee who has worked for the City for one (1) year or more shall be entitled to vacation with pay according to the following schedule:

- (a) After one (1) year through five (5) years, employees will be granted two (2) weeks vacation.
- (b) At the beginning of the sixth (6th) year of employment, the employee shall receive one (1) additional day of vacation per year's seniority up to twenty-five (25) days per year limitation.
- (c) At the beginning of the eleventh (11th) year of employment, the employee shall receive an additional one and one-half (1 1/2) days vacation per year of seniority with twenty-five (25) days maximum per year.
- (d) After the completion of twenty-one (21) years of employment, the employee shall receive one (1) additional day vacation per year's seniority up to thirty (30) days per year limitation.

Section 2. Vacations will so far as practicable be granted at times most desired by employees, but the final decision to allow or assign vacation periods and to change assignments will be reserved to the Department Head in order to insure the orderly operations of the City. Employees shall post for vacation on a seniority basis from January 1st to April 1st of each year. After April 1st, vacation shall be granted on a first come, first serve basis regardless of seniority.

holiday, unless he has failed so to work because of sickness, or because of serious sickness or death in the immediate family.

If an eligible employee is scheduled to work any such holiday but fails to report and perform his scheduled work, he shall become ineligible to be paid for the unworked holiday, unless he has failed to perform such work because of serious sickness or death in the immediate family (mother, father, including in-laws, children, brother, sister, husband, wife and grandparents). Failure to perform scheduled work on a holiday shall require a doctor's certificate before holiday pay is granted, unless waived by management.

A holiday is not to be considered as a vacation day. When a holiday is observed during an employee's vacation, he shall be entitled to one (1) additional day of vacation with pay.

An undeclared holiday will be construed as regular holiday insofar as all regulations on holidays are concerned.

Employees shall receive double time for all Sundays worked and double time plus Holiday pay for all Holidays worked, excluding the continuous operations employees. Continuous operations employees shall receive double time for Sundays worked which are not on a scheduled shift and "straight time" for Sundays worked which are on a scheduled shift. Double time plus Holiday pay shall be paid for all Holidays worked regardless of shift schedule. If a continuous operations employee calls in sick on a Holiday he receives only his Holiday pay.

ARTICLE 36. HEALTH AND WELFARE.

Section 1. The Employer will pay the full premium for hospitalization and surgical insurance for participation in the Blue Cross/Blue Shield preferred providers option (PPO) with VST, RM, RPS, FAE-RC and Hearing Riders and dental insurance as provided by Group Policy Number 0178-00-072582 for each employee and his eligible dependents. The Employer agrees to pay the full premium for the employee and his family for the Preferred Rx Prescription Drug Program (with \$2.00 deductible). The employer may at any time seek proposals for health and dental insurance from other insurance carriers and may change insurance carriers so long as the benefits remain substantially equivalent. It is further agreed that no change in insurance carriers will be made without a special conference between the parties. In the event a disagreement occurs over the benefit levels, the dispute will be submitted directly to step three of the grievance procedure.

Section 2. Upon the retirement of an employee the Employer agrees to pay the health insurance premium for the retired employee only (dependents not included) up to age 65 years. To be eligible for this benefit, an employee must be at least 55 years of age and have a minimum of 10 consecutive years of employment with the City of Negaunee. After age 65, the Employer agrees to pay the premium

ARTICLE 39. LONGEVITY SCHEDULE.

A separate longevity paycheck will be issued along with the first payday in December, based on years of service and will be determined using each employee's anniversary starting date of uninterrupted full time employment. Employees shall receive one hundred dollars (\$100) for four (4) years of service and fifteen dollars (\$15) additional for each year of service thereafter up to a maximum of three hundred sixty dollars (\$360).

Employees honorably separating from the service to the City prior to December of a given year will be paid a pro-rata share of the longevity due to them for that year.

ARTICLE 40. STRIKES AND LOCKOUTS.

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

No strikes of any kind shall be sanctioned or caused by the Union during the term of this Agreement.

ARTICLE 41. SUCCESSOR CLAUSE.

This agreement shall be binding upon the employer's successors, assignees, purchasers, lessees or transferees, regardless of whether such succession, assignment, purchase or transfer be effected voluntarily, by legislation, or by law, and in the event the employer merges or consolidates with another employer or entity of any kind whatsoever, this agreement shall be binding upon the merged or consolidated employer or entity.

In the event a merger or consolidation is proposed by the City of Negaunee involving members of their bargaining unit, the Union hereby agrees to negotiate with the other Union involved in the merger or consolidation.

ARTICLE 42. INDEMNITY CLAUSE.

In the event the Employer terminates or attempts to terminate the employment of any employee at the request of the Union, or otherwise takes any action whatsoever, the Union shall indemnify and hold the Employer harmless against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including any and all court costs and attorneys fees, and against all liability, losses and damages of any nature whatsoever that the Employer at any time, during the life of this Agreement or thereafter, shall or may sustain by virtue of, or arising out of any termination of employment, action or inaction taken by Employer at the request of the Union.

ARTICLE 44. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until December 31, 2000.

Section 1. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.

Section 2. 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 by either party, on ninety (90) days written notice prior to the current year's termination date.

Section 3. 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 (10) days' written notice of termination.

Section 4. 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.

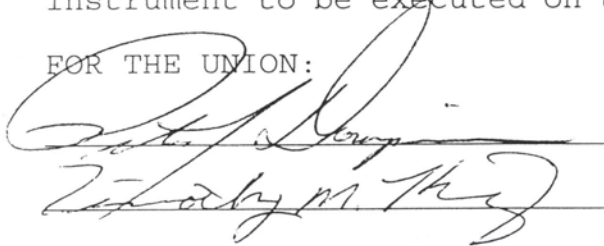
Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council 25, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to City Manager, City Hall, Negaunee, Michigan 49866; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 45. EFFECTIVE DATE.

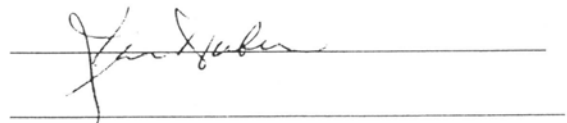
This agreement shall become effective as of 1/1/98.

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

FOR THE UNION:



FOR THE EMPLOYER:



**Certificates for Wastewater Chief Operator, Water/Sewer Distribution Crew Leader, and Water Plant Chief Operator are rolled in the base rate.

<u>WATER</u>		<u>DISTRIBUTION</u>		<u>WASTEWATER</u>	
D-1	\$.10	S-1	\$.10	B	\$.45
D-2	\$.10	S-2	\$.10	C	\$.35
D-3	\$.10	S-3	\$.10	D	\$.25
D-4	\$.10	S-4	\$.10		

The water and distribution certificates shall be paid at the above schedule until the water plant is no longer manned, at which time the certificates for water and distribution shall only be paid for an employee working in those capacities. For the wastewater certificates, they shall be paid at the rate shown above and not compounded. Wastewater plant operators shall only be paid for Water and Distribution Certificates when working in these areas.

APPENDIX B
COST OF LIVING ALLOWANCE

(a) A cost of living allowance shall be determined using the Consumers' Price Index for Urban Wage Earners and Clerical Workers All Cities, New Series (All Items) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-1969 equal to 100) and referred to herein as the "Index".

(b) A cost of living wage increase shall be made on the basis of monthly increases in the "Index" to be paid quarterly, using as a starting point the January 1, 1980 base figure. Said monthly adjustments shall be made to the beginning of the month for which they have been calculated. (For example: January 1 to January 31 Index received in February would be calculated back to January 1; February 1 to February 28 Index received in March would be calculated back to February 1; March 1*to March 31 Index received in April would be calculated back to March 1.) Said calculations shall be paid quarterly based on the monthly calculations with the total of the monthly increases folded into the wage agreement for all classifications. (Example: January = three cents (\$.03) for all hours paid in January; February = four cents (\$.04) for all hours paid in February; March = three cents (\$.03) for all hours paid in March with a total of ten cents (\$.10) per hour being folded into all wages.) In April, July and October the City Manager and the Union Representative will "review" changes in the "Index" for the calendar quarter ending March, June, September, and December and each like period.

(c) Each Three-Tenths (.3) increase in the "Index" shall be worth one cent (\$.01) per hour to be applied to all classifications. Cost of Living payments and fold-in's shall be made on a quarterly basis following the "review" and determination of the monthly increases. All payments will be retroactive to the last such payment (based on the monthly calculations) and folded into the wage agreement. Such adjustments will not be duplicated.

APPENDIX D
WINTER MAINTENANCE THIRD SHIFT

1. Each year the Employer will post for three regular positions, and one substitute position, for the Winter Maintenance Third Shift. One of the three regular positions will be a Crew Leader position. The positions may be filled by employees in the current Heavy Equipment Operator, Equipment Operator or Laborer/Skilled Laborer classifications provided that at least one of the individuals posting for the shift must be able to perform Heavy Equipment Operator duties. Employees posting for the shift must have a minimum of Equipment Operator qualifications, including CDL license and good driving record.

2. Laborers awarded positions on the Winter Maintenance Third Shift will receive a minimum of the Equipment Operator rate for all work performed on the Winter Maintenance Third Shift. Laborers and Equipment Operators performing Heavy Equipment Operator duties will be paid the Heavy Equipment Operator rate when performing such duties as provided by Article 18. The Crew Leader will be paid the Crew Leader premium. Notwithstanding the rate paid, each employee will remain in the classification held by them prior to posting for the Winter Maintenance Third Shift and will be returned to their normal day shift position at the end of the Winter Maintenance Third Shift.

3. The employee in the Winter Maintenance Third Shift substitute position (the "Regular Substitute Employee") will fill in for regular Winter Maintenance Third Shift employees on vacation, extended sick leave or other extended leave. For purposes of this paragraph extended leaves are those expected to continue, or continuing, for more than two work days. The Regular Substitute Employee will receive a minimum of the Equipment Operator rate when performing work on the Winter Maintenance Third Shift. The Regular Substitute Employee will be given as much advance notice as reasonably possible prior to assignment to the Winter Maintenance Third Shift, based upon the amount of notice provided by the regular Winter Maintenance Third Shift employee who is on vacation, extended sick leave or other extended absence.

4. Training for employees posting for the Winter Maintenance Third Shift will be provided as deemed necessary by the Employer. Should an employee without the requisite CDL license indicate their desire to obtain a work related CDL license, and have the ability to obtain the license within an adequate period of time, the Employer will pay the CDL testing and license fees.

5. If insufficient employees post for the three regular Winter Maintenance Third Shift positions, and/or the Regular Substitute Employee position, the Employer will assign qualified employees based on inverse seniority, the least senior qualified Laborer(s) (or Equipment Operator or Heavy Equipment Operator if less senior than the Laborer) being assigned to the Winter Maintenance Third Shift. Employees not holding a CDL license at the time of the posting will not be forced to obtain a CDL license.

EXHIBIT A

CREW LEADER RESPONSIBILITIES
WINTER MAINTENANCE THIRD SHIFT

In addition to operation of equipment and performance of winter maintenance and other duties of their primary classification, the following represents the added responsibilities of the Crew Leader on the Winter Maintenance Third Shift:

1. Consults with the supervisor and operators on job assignments regarding winter maintenance activities.
2. Maintains close communications with the supervisor to insure proper work performance and equipment operation.
3. Assigns and participates in the response to citizen complaints.
4. Makes work assignments and evaluates completion of work.
5. Makes judgements on safety and plowing precautions.
6. Confers with supervisor or other appropriate employees regarding time for work, unusual conditions pertaining to jobs to be completed, and methods to be used.
7. Reviews and coordinates reporting information on activities (on the midnight shift) as it relates to major and local street maintenance.
8. Uses independent judgement on the assignment of down time duties and the making of other assignments when regular assigned work duties are complete.
9. Reports equipment breakdowns to the mechanics.
10. Reports areas in need of additional winter maintenance to the supervisor (maintenance work not completed).

utilized in determining the employee to be called out first, the intent being to equalize the accumulation of overtime available for Heavy Equipment Operators among employees in both the Leadman/Heavy Equipment Operator and Heavy Equipment Operator classifications to the extent feasible.

b. If an employee is needed to operate DPW equipment (other than Heavy Equipment) normally operated by Equipment Operators (pickup plow, Holder, etc., referred to in this Letter of Understanding as "Other Equipment") the Accumulated Overtime List will be utilized in determining the Equipment Operator to be called out first, the intent being to equalize the accumulation of overtime available for Equipment Operators among employees in the Equipment Operator classification to the extent feasible.

3. Employees in Other Classifications; Emergency Overtime:

a. As provided in Article 17, Section 5: "Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work."

b. As provided in Article 17, Section 6: "Emergency overtime work may be performed by any available qualified bargaining unit employee when the Employer is unable to properly schedule such overtime because of unforeseen circumstances."

4. Accumulated Overtime List: The Accumulated Overtime List will reflect overtime and holiday premium hours worked by the employee and, for employees declining the work, failing to answer their telephones, or otherwise not performing the work when called, the average number of hours worked by the employees performing such work. The Accumulated Overtime List will include Sanding hours, Heavy Equipment operation hours, Other Equipment operation hours, hours for Employees in Other Classifications and Emergency Overtime hours, when the employee is called, whether or not the employee actually worked. An up-to-date Overtime Equalization List will be posted at least every three months, but the list may be updated more frequently.