

*Clerk Original
6/30/2003*

5108

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIBRALTAR

AND

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN
(TPOAM)

REPRESENTING THE CLERICAL

Gibraltar, City of

Effective July 1, 1998 through June 30, 2003

ARTICLE I
AGREEMENT

1.1: On this 1st day of July, 1998, the City of Gibraltar, hereinafter referred to as the "City" or the "Employer" and the Technical, Professional and Officeworkers Association of Michigan, hereinafter referred to as the "Union" or "TPOAM", agree as follows:

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of the Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, and the Union. The parties recognize that the job security of the employees depends upon the Employer's success in providing proper service to the community under methods which will further, to the fullest extent possible, the economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions in the services provided by the City. To these ends the City and the Union agree to cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE III
RECOGNITION

3.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for the term of this agreement on behalf of the Administrative Secretary-Water Department, Administrative Secretary-City Treasurer, Administrative Secretary-Department of Public Safety, Administrative Secretary-Department of Public Works, and Clerk-Typist. All other positions are hereby excluded.

ARTICLE IV
NON DISCRIMINATION

4.1: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which could violate any applicable laws because of race, creed, color, national origin, age or sex. Any alleged violation of this Article and Section shall be submitted to the appropriate governmental

6.3: Form For Dues Deduction.

AUTHORIZATION FOR CHECK OFF
UNION DUES AND INITIATION FEE OR
AGENCY/SERVICE FEE

I hereby authorize the City of Gibraltar to deduct from my earnings:

_____ The regular monthly dues in the amount certified by the local union.

(I understand that I have no legal obligation to become a member of the Union).

_____ Further, I authorize the remittance of such amount to said Union in accordance with the currently effective Agreement between the City of Gibraltar and the Union. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City and any Department of the City, the Union and their officers, representatives or agents from liability thereof.

Date: _____

NAME

SIGNATURE

ARTICLE VII
REPRESENTATION

7.1: The employees of the bargaining unit shall be represented by one (1) steward who shall be an employee of the City within the bargaining unit and may be selected in a manner as determined by the Union. The employees shall also be represented by an Agent of the TPOAM as is necessary.

7.2: Notification to the steward, shall constitute notification to the Union for purposes of this Agreement. The City shall not be required to recognize any employee as steward unless and until the Union has duly certified to the Employer in writing that the employee has been designated as the steward.

7.3: The Business Agent of the Union must notify the City or its designated representative prior to his or her appearance on City property for purposes of consulting with any bargaining unit employee concerning Union business. Such permission shall not be arbitrarily withheld. Union business shall not be conducted during

ARTICLE XI
GRIEVANCE PROCEDURE

11.1: A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of a specific article and section of this collective bargaining agreement as it relates to a specific member of this bargaining unit. The "grievance procedure" specified herein shall not apply to any matter which is prescribed by federal or state law, or regulations, or over which the Employer has no power to act. No Employer prerogative shall be made the subject of the grievance procedure. If a grievance arises, there shall be no stoppage of, or suspension of work, but said grievance shall be submitted to the following grievance procedure, which shall be the exclusive remedy for a violation of this Agreement.

11.2: Should a grievance arise between an employee and the City an earnest effort shall be made by all parties to resolve such grievance promptly and the following procedure shall be adhered to:

Step One. An informal conference between the employee and his/her supervisor shall be conducted within ten (10) days of knowledge of said grievance. IN NO EVENT SHALL ANY GRIEVANCE BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT UPON WHICH IT IS FOUNDED. The employee may request that his/her steward be present at that meeting and such request shall not be denied.

Step Two. In the event the grievance cannot be resolved in Step One, it shall then within ten (10) working days of the occurrence of Step One be reduced to writing and submitted to the City Administrator. The City Administrator shall then give to the Union a written answer within the next ten (10) working days. If the grievance is not appealed by the Union to the next step within an additional ten (10) working days, such answer shall be considered as settlement of the grievance.

Step Three. In the event the grievance cannot be resolved in the above steps, the grievance shall be submitted to arbitration, in accordance with the following:

- A. Arbitration shall be invoked by the Union serving written notice on the Employer of intent to arbitrate within fifteen (15) working days of the Step Two answer.
- B. Both parties will attempt to mutually agree on an arbitrator. If the parties cannot do so, the Union will make a request to the Federal Mediation and Conciliation Service (FMCS) for the selection of an arbitrator in accordance with the applicable rules.

12.4: All layoffs shall be in reverse order of seniority. The layoff of employees shall be in the reverse order of seniority to the extent that the remaining employees are qualified to perform the work of the laid off employee. In the event that the more senior employee is not capable of performing the remaining work, the employee shall be laid off and the less senior employee retained.

12.5: All recalls shall be in the order of seniority. The recall of employees after layoff shall be in the order of seniority to the extent that the senior employee is capable of performing the job duties of the position to which he/she is being recalled. In the event that the senior employee is not able to perform the job duties, the most senior employee capable of performing the duties will be recalled.

ARTICLE XIII
LEAVES

13.1: Bereavement Leave. If a death occurs among the below listed members of an employee's immediate family, such employee shall be granted three (3) bereavement leave days with pay per death. Additional days off without pay may also be granted by the City Administrator based on individual circumstances. Days off for persons not listed may also be granted by the City Administrator. The decision of the City Administrator shall not be subject to the grievance procedure.

A. Immediate Family. Spouse, child, brother, sister, parent, grandparents, parent-in-law, and grandchild.

13.2: Employees will be granted one (1) working day of bereavement leave to attend the funeral of the following:

brother-in-law sister-in-law
son-in-law daughter-in-law
grandparents-in-law
person residing in the employee's household

13.3: An employee will be permitted to take two (2) additional days off with pay if the funeral takes place outside of a 300 mile radius and the employee attends the funeral. Proof of attendance at the funeral is required if requested by the Employer.

13.4: Personal Leave. An employee shall be entitled to four (4) personal leave days with pay per year for personal business. Said personal business leave days shall be scheduled and taken only on the authorization of the City Administrator.

F. Employees are permitted to use sick days from their sick day bank in conjunction with their use of vacation days without invoking abuse of sick time, subject to the following provisions:

1. Maximum of five (5) sick days can be used with any vacation period.
2. Written permission must be obtained from the employee's immediate supervisor, or if unavailable, the City Administrator.
3. The excused absence cannot create overtime.

13.7: Medical Leaves. A doctor's certificate stating that the employee is unable to work and the reason therefor may be required for a medical leave in excess of three (3) consecutive working days. Before returning to work, the employee must present a doctor's statement attesting to his/her fitness to return to work. The employee upon request shall make himself/herself available for a medical examination by a duly licensed physician selected by the City for the purpose of establishing the ability of the employee to perform assigned tasks and duties required by employment with the City.

13.8: General Leaves of Absence. Seniority employees will be eligible for leaves of absence without pay. A leave will be granted, denied or extended in the discretion of the City Council upon written request from a bargaining unit member who shall state the length of leave requested. In no event shall a leave under the provisions of this section be granted for a period longer than six (6) calendar weeks in any calendar year, except when otherwise required by law. General Leaves shall be at no loss in seniority to the individual employee.

13.9: Vacation Leave. Employees shall be eligible for annual vacations with pay according to the following schedule:

- A. Employees with zero (0) to five (5) years of continuous service shall be granted ten (10) vacation leave days.
- B. Employees with five (5) to ten (10) years of continuous service shall be granted fifteen (15) vacation leave days.
- C. Employees with over ten (10) years of continuous service shall be granted twenty (20) vacation leave days.

13.10: Continuous service for this purpose shall be measured by reference to the original date of hiring with the City.

ARTICLE XVI
INSURANCE

16.1: The City shall provide all employees covered by the Agreement with the following insurance protection, at full cost to the City:

- A. \$40,000 Life Insurance on the individual employee.
- B. \$40,000 Accidental Death Insurance on the individual employee.
- C. For the employee and family Blue Cross-Blue Shield Plan 8, Comprehensive Major Medical, CMM 250 providing for 80% coverage after a \$250.00/\$500.00 deductible, and providing for a \$5.00 co-pay on the drug rider. The Employer shall reimburse the employee the first \$1,000.00 of the co-pay, upon submission of paid receipts by the employee. If the employee does not use any part of the \$1,000.00 co-pay, the city will reimburse the employee one-half (½) of the amount of the deductible. All reimbursements are based on one year coverage. Employees also have the option of electing the Community Blue PPO Plan.
 1. Employees are covered by the provisions of the City's Health Care Policy, providing for "opting-out" of health care coverage, with the employee receiving 50% of the City's savings. An employee who "opts-out" may "opt-back into" the City's coverage at any time under the insurance carriers contractual rules.
 2. The City reserves the right to select alternative insurance carriers and to bid out insurance coverage at any time during the duration of this contract; however, the coverage provided must be substantially equal to or greater than the current coverage.
 3. An on-going health care committee composed of employees and administrators to present recommendations to the City Administrator concerning the health care insurance plan shall be established.
- D. Dental: The City shall continue its current dental coverage during the term of this Agreement. The parties agree that they will negotiate any change necessitated by the refusal of the carrier to continue coverage under this agreement.

of modification of the current plan as the goal. It is further agreed that no implementation of any alternative plan will occur without the approval of the Union.

17.2: Effective July 1, 1998, pension benefits provided for in the City of Gibraltar, General Employees Pension Plan & Trust, as amended, shall be:

1. For years of service forward from July 1, 1991, pension multiplier shall be 2.50%.

ARTICLE XVIII
LONGEVITY

18.1: Longevity shall be paid each year on December 1st on the following basis:

On completion of 5 years of service: \$500.00
On completion of 7 years of service: \$700.00

ARTICLE XIX
HOURS OF WORK AND PAY

19.1: The normal work week shall be forty (40) hours and the normal work day shall be eight (8) hours including a thirty (30) minute lunch break. The starting time, quitting time, break time and lunch time shall be determined by the City Administrator or his designee.

19.2: Hours worked in excess of the normal work day and the normal work week shall be paid at the time and one-half (1½) rate.

19.3: Call-in-Pay. In the event an employee is called to work either before or after his/her regularly scheduled shift, he/she shall be compensated at the time and one-half (1½) rate with a minimum of two (2) hours rounded to the next closest full hour for time in excess of the minimum.

19.4: Compensatory Time. The parties agree to study the issue of compensatory time off for employees of this bargaining unit during the term of this Agreement.

19.5: Flex Time. The parties agree to experiment with the concept of flex time scheduling. A flex time request will be initiated by an employee and may be scheduled only with the approval of the City Administrator, or his designee. The experiment with flex time may be terminated at any time by either party upon notice to the other.

transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for positions and to determine the qualifications and competency of employees to perform available work.

Furthermore, the City, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not expressly abrogated in this Agreement.

ARTICLE XXII
WAGES

22.1:

POSITIONS COVERED

- A. Administrative Secretary to Treasurer/Financial Director
- B. Administrative Secretary, Building Dept./DPW
- C. Administrative Secretary, Water Dept.
- D. Administrative Secretary to Public Safety Director/Chief of Police
- E. Clerk Typist
- F. Probationary Employees


22.2:

POSITION	<u>7-1-98</u>	<u>7-1-99</u>	<u>7-1-00</u>	<u>7-1-01</u>	<u>7-1-02</u>
ADMINISTRATIVE SECRETARY (after 6 months)	14.01	14.43	14.86	15.31	15.85
PROBATION SECRETARY (0-6 months)	9.76	10.05	10.35	10.66	11.03
CLERK TYPIST (after 6 months)	9.26	9.54	9.83	10.13	10.49
PROBATION CLERK TYPIST (0-6 months)	7.52	7.75	7.98	8.22	8.51

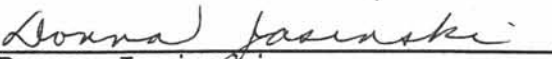
MEMORANDUM OF UNDERSTANDING

Notwithstanding the language set forth in Paragraph F of Section 16.1 of Article XVI, INSURANCE, if eligible to retire under the terms of the current retirement system and if employees Sharon LeGault and Nancy Grant choose to retire with twenty-four (24) years of service, and employee Donna Jasinski chooses to retire with twenty-one (21) years of service, upon retirement, these three individuals and their spouses, if applicable, will receive full health care coverage as provided in the agreement. The parties further agree that they will meet to discuss the issue of fully paid employee and spouse health insurance coverage for Sharon Patten, when she chooses to retire.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN


Wayne Beerbower
Business Agent

GIBRALTAR TECHNICAL,
PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION


Donna Jasinski
President


Sharon Patten

CITY OF GIBRALTAR


Scott L. Denison
Mayor


Cynthia Ward
City Clerk