

6/30/94

A G R E E M E N T

Between

CITY OF ROCHESTER, MICHIGAN

and

MICHIGAN COUNCIL NO. 25  
Local Union No. 574  
(Department of Public Works)

July 1, 1992 - June 30, 1994

*Rochester, City of*

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## AGREEMENT

THIS AGREEMENT is made this 28<sup>th</sup> day of JULY, 1992, between the CITY OF ROCHESTER, Rochester, Michigan (hereinafter referred to as the "CITY"), and MICHIGAN COUNCIL NO. 25 of the American Federation of State, County and Municipal Employees and its Local Union No. 574 (hereinafter referred to as the "UNION").

### I. PURPOSE AND INTENT

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

The parties recognize that the best interests of the community depend upon the City's success in establishing a proper service to the community.

The parties recognize the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public.

To those ends, the City, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

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

## II. RECOGNITION

(a) The City recognizes the Union as the sole and exclusive representative of the employees of the City's Department of Public Works and Sewage Treatment Plant, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Michigan Employment Relations Act, Act 336 of The Public Acts of 1947, as amended:

All employees of the City of Rochester  
Department of Public Works and Sewage  
Treatment Plant, excluding office clerical  
and supervisors as defined by the Commission.

(b) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

To the extent that the laws of the State of Michigan permit, it is agreed that any regular employee, excluding probationary employees, covered by this agreement who is not a member of the Union at the time the agreement becomes effective, shall be required, as a condition of employment, to either become a member of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, but not including special assessments or voluntary contributions, for the duration of this agreement. Any employee who fails to comply with the aforementioned requirements shall be deemed not to be in compliance with this paragraph. At the conclusion of a grace period of sixty (60) days following written notification by the Union, the City will begin discharge procedures by notifying the employee of their failure to comply with this contract provision.

(c) The Union will indemnify and hold harmless the City and assume the City's full and complete liability arising out of or in connection with any and all litigation or proceedings brought against the City by an employee, group of employees, or any other person who has been discharged pursuant to this Article. Should any non-member employee properly object, as permitted and conditioned by law, to the amount of the service fee to be deducted, the City will immediately cease deducting from said employee's pay until such time as the employee and Union have fully and finally resolved said matter.

### III. PAYROLL DEDUCTION

All present employees covered by this Agreement shall have the right to determine whether or not they wish to authorize payroll deduction.

(a) Employees may pay membership dues directly to the Union.

(b) The City agrees to make monthly collection of Union dues (not including fines or assessments) for any employee submitting a signed payroll deduction authorization (in the form set forth below) to the City and to pay over to the Union the total amount thus deducted for all such employees. The Union shall furnish authorization slips.

(c) When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the City and shall be deducted from the employee's first pay thereafter and from the first pay of each month thereafter.

(d) 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. Any employee may voluntarily cease or revoke the Authorization for Check-Off deduction upon written notice to the City and the Union within the fifteen (15) day period immediately prior to the expiration date of the Agreement.

(e) Limit of City's Liability: The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

(f) The Union will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this section. Should any non-member employee properly object, as permitted and conditioned by law, to the amount of the service fee to be deducted, the City will immediately cease deducting from said employee's pay until such time as the employee and Union have fully and finally resolved said matter.

(g) The form of authorization for check off dues shall be as deemed appropriate by the City and the Union.

#### IV. MANAGEMENT RESPONSIBILITIES

(a) It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency are solely the responsibility of the City. Rights and responsibilities belonging solely to the City include (but are not limited to): the rights to decide the methods and means of Department of Public Works, Sewage Treatment Plant, and the City operations; the number, location and type of



facilities; the work to be performed; the equipment to be used; the maintenance and repair of facilities and equipment; the amount of supervision necessary; schedules of work; the selection and purchasing of materials; and the right to purchase the service of others.

(b) It is further recognized that the selection and direction of the working forces, including the right to hire, discipline, suspend, demote, discharge for just cause, assign, promote, and transfer employees, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons, to assign work, to establish and require employees to observe the City's rules and regulations, and to maintain discipline and efficiency of employees, is the sole responsibility of the City, subject only to the express provisions of this Agreement.

(c) The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, present policies, ordinances, and the laws of the State of Michigan and of the United States.

#### V. NO STRIKE

(a) For the duration of this Agreement, there shall be no strikes, sit-downs, slow-downs, stoppage of work, sympathy strike, or any other acts of any nature that tend to

interfere with the operations of the City or its Department of Public Works or its Sewage Treatment Plant, nor picketing of any nature. The Union agrees that during the life of this Agreement neither it nor its officers, representatives, stewards or members will for any reason, directly or indirectly, call, sanction, encourage, support or engage in any strike, work stoppage or any of the other foregoing activities.

(b) In the event of a strike, work stoppage or any other of the foregoing activities, the Union shall instruct the involved employees in writing that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge at the discretion of the City, and the Union shall instruct all such persons to immediately cease such conduct.

(c) The City shall have the right to discharge or otherwise discipline any employee who is responsible for, who shall participate in, or who shall give leadership to any activity herein prohibited. This paragraph shall be subject to the grievance procedure.

## VI. REPRESENTATION

(a) There shall be one steward and an alternate steward who shall represent the employees in the bargaining unit. These stewards shall be regular employees working in the bargaining unit.

(b) The Union will immediately notify the City in writing of the names of the stewards and of any changes in personnel in these positions.

(c) After obtaining approval of his supervisor and recording his time, the steward (and in his absence, the alternate steward) will be permitted to leave his work during working hours, without loss of pay, for the purpose of investigating and presenting grievances to the City in accordance with the terms of the grievance procedure. The privilege of the steward (or in his absence, the alternate steward) to leave his work during working hours, without loss of pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work for the purpose of handling grievances. The steward (or alternate steward) will report his time to his supervisor upon returning from the grievance discussion.

## VII. GRIEVANCE PROCEDURE

(a) Should any difference arise between any employee and the City as to the meaning, interpretation, or application of the provisions of this Agreement, it shall be settled in accordance with the grievance procedure set forth below. Grievances shall be presented and adjusted in accordance with

the following procedures, provided that nothing herein shall be construed as preventing an individual employee from attempting to adjust a grievance with the City, provided that the Union shall have a right to be present at any meeting at which said adjustment is discussed.

Step 1 - Verbal Discussion. An employee having a grievance, after first discussing the matter with the Steward shall, within three (3) days (excluding Saturday, Sunday and holidays) after the act or incident complained of, present his grievance verbally to his supervisor. The Steward may be present at this step if so requested by the employee.

Step 2 - Supervisor. If the employee and the supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, and the portion(s) of this Agreement allegedly involved, signed by the grievant, and submitted by the steward to the supervisor for resolution. Any grievance not submitted in writing and received by the grievant's supervisor within five (5) days (excluding Saturday, Sunday and holidays) after its occurrence shall be deemed to have been waived and considered automatically closed. The written grievance shall be discussed between the steward and the designated supervisor. The supervisor shall give his written decision within five (5) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3 - City Manager. If the grievance is not satisfactorily settled by written disposition at Step 2, it shall be presented to the City Manager within three (3) days (excluding Saturday, Sunday and holidays) of receipt of the written disposition at Step 2. The City Manager shall provide a written disposition of the grievance to the steward not less than three (3) days (excluding Saturday, Sunday and holidays) after the date on which the City Manager received the written grievance.

Step 4 - Grievance Committee. If the written disposition afforded the grievance by the City Manager at Step 3 is not accepted, the Union may within three (3) days (excluding Saturday, Sunday and holidays) of receipt of the written disposition at Step 3 serve a written request on the City Manager that the grievance be taken up at a joint meeting. Said meeting shall occur within ten (10) days thereafter to consider the grievance. Not more than three (3) representatives of the Union and three (3) representatives of the City shall attend said meeting. The Union representatives shall consist of the steward and two other members to be selected by the Union, and may include the Union's staff representative or other outside representatives. The City shall designate three representatives, one or more of whom may be an outside representative. The City shall provide the steward with a written disposition of such grievance not later than five (5) days (excluding Saturday, Sunday or holidays) following said meeting.

Step 5 - Arbitration. In the event the grievance is not satisfactorily settled in Step 4, the Union may invoke arbitration of the issue in accordance with the following procedure.

(i) Within ten (10) calendar days within receipt of disposition of Step 4, the Union shall provide a written Notice of Intent to File for Arbitration to the City Manager. The Union shall file the request to The American Arbitration Association within thirty (30) days of the receipt of the disposition of Step 4. However, should the grievance deal with a discharge, the time limit for submitting the actual Arbitration Request to The American Arbitration Association shall be within twenty (20) calendar days of receipt of the disposition of Step 4.

(ii) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, and shall only concern himself with the interpretation and application of the terms of this Agreement. Rates for new jobs and new job classifications shall not be subject to arbitration. In no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in

Step 2 of the grievance procedure.

(iii) The decision of the arbitrator shall be final and binding on both parties. The expense of the arbitrator shall be shared equally by the City and the Union, except, however, that each party shall be responsible for compensating its own representatives and witnesses.

(iv) In the event a grievance shall proceed through Step 4 and arbitration has not been invoked within ten (10) calendar days thereafter, such grievance shall be considered as having been finally resolved and to be without further recourse in the grievance procedure.

(b) Any settlement arrived at by the City and the Union is binding upon the City, the Union and the employees involved.

(c) Any grievance not appealed to the next step in the grievance procedure within the time period prescribed herein shall be considered settled on the basis of the last answer and not subject to further review. The time limits herein may be extended by mutual agreement. Such agreement must be in writing and signed by a representative of the City and of the Union.

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

### VIII. VISITS BY UNION REPRESENTATIVES

The staff representative of the Union shall have reasonable access to the City's premises where Union employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the City Manager and that the visit does not interrupt the normal work of the Department.

### IX. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline. Disciplinary action or measures may include the following:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge for just cause

An employee receiving a written reprimand must sign said document acknowledging receipt. Refusal to acknowledge receipt is cause for further discipline, including discharge. In the event an employee is discharged, the Union may elect to bypass Steps 1, 2 and 3 of the Grievance Procedure by filing a grievance and serving a written request within three (3) days (excluding Saturday, Sunday and holidays) after the discharge is effective on the City Manager, and the discharge grievance



shall thereafter be processed starting with Step 4 of the Grievance Procedure.

The City shall not consider any previous record of disciplinary action if there has been no such action within three (3) years prior to the present complaint.

An employee's personnel file shall be considered his official file in grievance hearings.

#### X. SPECIAL MEETINGS

Special meetings for important matters will be arranged between the Union and the City upon the request of either party. Such meetings shall be between at least two representatives of the City and at least two representatives of the Union, and either party may designate one or more outside representatives to act on its behalf. Arrangements for special meetings 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. The matters taken up in special meetings shall be confined to those included in the agenda except upon mutual agreement by both parties. No bargaining unit employee shall lose pay for attendance at a special meeting held during said employee's scheduled working time.

## XI. PROBATIONARY EMPLOYEES

(a) All new employees shall be regarded as probationary employees for the first six (6) months of their employment. Upon completion of the probationary period all regular employees will be retroactively granted seniority ranking from their date of hire.

(b) Until given seniority ranking upon completion of the probationary period, an employee shall be subject to lay-off, transfer, discipline or discharge at the sole discretion of the City and without recourse to the Grievance Procedure. The City shall have no responsibility to re-employ any probationary employee who may be laid off.

## XII. SENIORITY

(a) Seniority is herein defined as the length of an employee's service in the bargaining unit from his last date of hire for a position contained within the bargaining unit. Each employee will be placed on the seniority list upon completion of the probationary period with seniority retroactively granted from their date of hire within the bargaining unit.

(b) Seasonal and temporary employees shall not acquire seniority and the period of their employment as seasonal or temporary employees shall not be credited for seniority purposes or for purposes of computing their probationary period if they become regular employees.

(c) The seniority list on the date of this agreement will show the name and seniority date of all employees of the unit entitled to seniority. The City will keep the seniority list up to date at all times and will provide the Union representative with an up-to-date copy as requested.

#### XIII. LAY-OFFS

(a) Lay-off means a reduction in the working force. The City shall have the sole discretion in determining the number to be laid off and the classifications to be affected. Federally funded employees shall not be subject to layoff except at the discretion of the City. The City will, whenever possible, give at least ten (10) days notice prior to lay-off to the employees affected together with a list of names of such employees to the Union. Bargaining unit seniority shall govern and will allow a seniority employee to bump an employee with less seniority, provided the employee is qualified to perform the work in the classification to which he is bumping.

#### XIV. RECALL

When the working force is increased after a lay-off, employees will be recalled according to seniority and qualifications. If an employee is laid off it will be his responsibility to register with the City his address and any change of

address. Notice of recall shall be sent to the employee at the last address registered with the City by registered or certified mail. An employee must report for work within seven (7) calendar days after receipt of written notification to return to work or he shall be considered a quit. Extension will be granted by the City in proper cases.

#### XV. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- (a) If he quits or retires.
- (b) If he is discharged, unless reversed through the Grievance Procedure.
- (c) If he is absent without notice or excuse acceptable to the City for three (3) or more working days.
- (d) If he fails to report for work within seven (7) calendar days after receipt of written notification to return to work.
- (e) If he fails to return to work upon termination of a leave of absence unless such time is extended by the City.
- (f) If he separates upon settlement covering total disability.
- (g) If he is laid off for a period in excess of twelve (12) months.

(h) If the City's insurance carrier refuses vehicle insurance coverage for the employee or the City or causes the City premium to be raised to a higher risk classification as a result of the employee's driving record.

Extenuating circumstances may be considered by the City without establishing a binding practice.

#### XVI. SENIORITY LIST OF STEWARDS AND PRESIDENT

Notwithstanding their positions on the seniority list, the Stewards and Presidents shall, in the event of a lay-off of any type, be continued at work as long as there are jobs which they can presently perform and shall be recalled to work in the event of a lay-off on the first open jobs which they can presently perform.

#### XVII. TRANSFERS

(a) If an employee having seniority is transferred to a position within the City not included in the unit and is thereafter transferred again to a position within the unit, he shall accumulate seniority while working in the position outside the unit to which he was transferred and upon his return to the unit shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

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

#### XVIII. VETERANS

The City will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

#### XIX. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of ability, qualifications and seniority. If no employee is sufficiently qualified in the sole judgment of the City, the City reserves the right to hire from the outside. Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building. Employees interested shall bid within the five (5) working day posting period. Assuming adequate qualifications, the most qualified employee bidding for a promotion shall be granted a four (4) week trial period to determine:

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

(b) At any time during the trial period, if the City feels the employee will not satisfy the requirements of the position, the employee shall be reverted back to his original position and pay step and will be given the reason(s) in writing. During the trial period, the employee will receive the rate of the job that he is performing. In the event an employee, during the trial period, wishes to return to his previous position, the employee shall request such return in writing to the employer.

(c) The employee being promoted shall be paid the next highest pay rate, if available, that results in an increase in wages. If remaining steps are available following the promotion, eligibility for the additional step increases shall be six (6) months from the date of the promotion.

Employees (except those asking to be returned pursuant to Paragraph (b) above) who are demoted, either at the request of the employee, by action of the City or as a result of bumping, pursuant to Article XIII, shall be paid according to the pay step of the new classification which results in the least decrease in pay to the employee.

(d) In the event that senior applicant is denied a promotion, reasons for the denial shall be given in writing by the City to such employee.

## XX. NEW JOBS

When a new job and/or shift is created and cannot be properly placed in an existing Union classification, the City 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 negotiations.

## XXI. LEAVE OF ABSENCE

(a) An employee, for justifiable reasons, may be granted a leave of absence without pay and without benefits of up to one (1) month by the City Manager. Extensions thereof, if any, must be approved in writing by the City Manager with a copy to the Union, and shall not exceed six (6) months.

(b) During the period of absence, the employee shall not engage in gainful employment.

(c) Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved.

(d) The City agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, to serve in any capacity on other official Union business, provided one (1) week's written notice



is given to the City Manager by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the City's operations due to lack of available employees. The City reserves the right to refuse to grant leave of unreasonable duration.

#### XXII. BULLETIN BOARD

The City agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notice of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

#### XXIII. JURY DUTY

(a) An employee who has completed his probationary period shall be given necessary time off, not to exceed three (3) weeks per contract year, without loss of pay when performing jury duty. For jury service in excess of three (3) weeks per contract year, the City will give necessary time off with loss of pay.

(b) For the first three (3) weeks of jury duty, the City will make up the difference between the amount the employee receives for jury duty and his normal wage.

(c) The provisions of this Article are not applicable to an employee who, without being summoned, volunteers for jury duty.

#### XXIV. OTHER EMPLOYMENT

(a) Private employment by an employee in off-duty time may be permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to adequately perform his duty of employment with the City.

(b) Employees who wish to accept outside employment shall communicate that fact to their Supervisor.

(c) No employee shall be allowed to hold two (2) separate and distinct jobs with the City.

(d) Employees who perform outside employment, acknowledge the very limited applicability of the benefits under this Agreement should that employee become injured or ill while working for an employer other than the City of Rochester. See attached Memorandum of Understanding dated June 5, 1990 (herein incorporated by reference).

XXV. SICK LEAVE

(a) Regular employees will accrue one (1) sick leave credit (8 hours) for each month of service, beginning with the first full calendar month of service. Probationary employees will be credited with sick leave after they have completed three (3) full months of service. Sick leave, except for probationary employees, will be credited to the employee on the last day of each month.

(b) Sick leave shall be allowed only in cases of actual illness or injury to the employee, emergency illness or injury to employee's spouse or children if approved by the City Manager, or as may otherwise be provided under Funeral Leave as outlined in another Article. Use of sick leave for the employee's spouse or children will not be approved to cover doctor appointments or hospital confinements unless they are of an emergency nature. Abuse of sick leave privileges will result in forfeiture of sick leave pay and further disciplinary action.

(c) The City Manager shall have authority to request a doctor's certificate for any illness or injury whenever the City Manager feels that abuse of the sick leave privilege has occurred. However, any employee who, because of illness or injury, is off of work for more than three (3) consecutive days, shall be required to submit a doctor's certificate for illness or injury in order to receive sick leave, and a medical release in order to return to work.

After four (4) separate occurrences of sick leave per fiscal year, a doctor's certificate will be required on all sick leave absences for the remainder of the fiscal year unless notified in writing by the City Manager or his designee not to do so. Two hour increments for doctor appointments and one hour increments as provided in Paragraph (g) will not be counted as an occurrence. Sick leave usage for an employee, or an employee's family (medical emergency), verified by a doctor certificate will not be counted as an occurrence.

(d) An employee injured on other gainful employment outside of City employment shall not be eligible for sick leave.

(e) Sick leave credit will not be allowed where an employee is off for one (1) month or more. Accrual of sick leave will resume following the employee's return to work.

(f) A doctor's certificate authorizing return to work will be required following a prolonged illness or injury absence.

(g) Sick leave shall be taken in one-half (1/2) day increments. Sick leave shall be authorized in two-hour increments provided the employee presents the verification of a doctor or dentist appointment upon return to work. The two-hour increments must be either the two hours before the lunch period or the end of the work shift.

An employee who works for one hour of a two-hour increment of a regular working day and has to leave work due to physical illness or family emergency; and presents the medical

verification to the employer upon return to work, may elect to be paid for two hours sick pay or be paid for the one hour worked and take one hour without pay. If the employee elects to take the one hour without pay, the time would not be charged to sick leave. The employee shall designate his or her option when the leave form is submitted.

(h) In order to receive sick leave, the employee must notify his Supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid sick leave. The employee shall, upon his return to work, fill out a sick leave form and present it to his Supervisor. Should the employee fail to do this, no sick leave will be paid.

(i) Employees shall be reimbursed for unused sick leave on the following basis. The employee will receive compensation for fifty percent (50%) of the first fifty (50) days of accumulated sick leave to be paid at the prevailing wage rate at the time of termination in good standing. Each employee's individual sick leave bank is capped at a maximum of fifty (50) days, plus the monthly accrual during the fiscal year. By the end of July of each year, each employee will receive payment for seventy-five percent (75%) of all accrued sick leave days above fifty (50), if any, at the employee's prior June 30th wage rate.

Upon termination of employment in good standing, the account shall be prorated from the date of termination back to the preceding fiscal year.

(j) Upon death, the employee's beneficiary shall receive a lump sum payment equal to one-half (1/2) of the accumulated sick leave days credited to the employee.

#### XXVI. FUNERAL LEAVE

(a) An employee shall be allowed up to three (3) working days with pay (one-half of which is to be deducted from sick leave) if approved by the City Manager, to make preparation for and attend the funeral and burial for the following members of the employee's family:

Brother, sister, brother-in-law, sister-in-law, grandparents, mother-in-law, father-in-law, and, if residing within the household, step-son and step-daughter.

(b) An employee shall be entitled to charge up to five (5) working days with pay (one-half of which is to be deducted from sick leave) if approved by the City Manager, to make preparation for and attend the funeral and burial, and to take care of matters subsequent to the burial caused by the death of the following members of the employee's immediate family:

spouse, son, daughter, mother, father, and any dependent member of the employee's family residing in the employee's household.

For the purpose of the above paragraphs, it is understood that

relatives enumerated in paragraph (a) may be considered under the provisions of paragraph (b) if they are a member of the household. The time off after the funeral under the provisions of paragraph (b) are only allowed if the employee has to take care of personal or business matters which were the result of the death.

XXVII. EXTENDED INJURY OR ILLNESS  
OUTSIDE THE SCOPE OF EMPLOYMENT

(a) Employees absent from work on the account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period (30 days). Vacation time may be approved for utilization upon exhausting the available sick time based upon approval of the City Manager. In the event an employee's sickness or illness exceeds thirty (30) calendar days, said employee shall cause an applicable disability insurance form to be completed and filed with the City. No further sick leave benefit checks shall be sent to the employee until such forms have been submitted to the City. Such leave shall be for the duration of the medical disability, subject to verification and re-verification as provided in this paragraph, not more often than every thirty (30) days.

(b) During the one year period when the disability policy is in effect, the employee shall supplement the dis-

ability payment made by the insurance company with available sick leave time on a prorated basis.

(c) During the first six (6) months of the non-duty connected disability, the employer will continue to provide hospitalization insurance, life insurance, and the dental/optical insurance. Vacation leave and sick leave will be earned only during the first month of the non-duty connected disability. Other fringe benefits such as uniform allowance and longevity shall be prorated based on the number of full months worked during the year.

(d) If an employee is unable to return to work after six (6) months from the date of a non-duty disability, the employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option, and subject to approval of the City Manager and the insurance carrier, the employee may be allowed to remain in the group plan for six (6) additional months (a total of twelve (12) months from the date of disability) provided the employee reimburse the employer by the fifteenth (15th) of each month. This reimbursement shall cease after twelve (12) months or when the City Manager or the health insurance carrier withdraws approval, whichever occurs first.

(e) If an employee is unable to return to work after twelve (12) months from the date of the non-duty disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate the employee was earning at



the time of the disability. Accrued vacation shall be compensated at one hundred (100) percent.

(f) An employee on extended illness or injury leave shall not accrue seniority for the duration of the leave. If the employee is unable to return to work after twelve (12) months from the date of the non-duty disability, the employee's seniority and employment status shall terminate. Extenuating circumstances may be considered by the City without establishing a binding practice.

(g) An employee who chronically misses work due to illness or injury such that he demonstrates an inability to be a regular full-time employee may lose his seniority and employment status.

#### XXVIII. TEMPORARY AND PART-TIME EMPLOYEES

(a) Temporary Employees:

Temporary employees shall not acquire seniority.

A temporary employee is an employee who:

1. Normally works on a program or for a specified duration of not more than six (6) months per calendar year, or
2. Works irregularly.

(b) Part-Time Employees:

A part-time employee is an employee who regularly works at least twenty (20) but less than forty (40) hours per week.

(c) Temporary and/or part-time employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.

(d) No bargaining unit employee shall be replaced by temporary or part-time employees during the normal work week, or on overtime, when present and willing to work.

(e) Work crews comprised of regular and temporary employees may be required to work together in an overtime situation, and temporary employees may be called in with regular employees or assigned overtime work where they have been working together under non-overtime conditions, at least two consecutive days during the week prior to the scheduled overtime. The aforementioned practice shall not apply to assigned overtime on weekends for leaf pickup. This language will not affect or prohibit the present practice of assigning overtime to temporary employees for "extended shifts."

#### XXIX. WORKING HOURS

(a) The normal work week shall consist of forty (40) hours of work. The normal work day shall consist of eight (8) hours per day, with one-half (1/2) hour off for meal period. Normal work hours are 7:30 a.m.-12:00, 12:30-4:00 p.m. Nothing contained herein is to be constructed as a guarantee of work.

(b) Employees may take a "coffee break" in the A.M. and also a "coffee break" in the P.M. (not to exceed fifteen (15) minutes), or the first half and second half of their regular shift, whichever may apply.

(c) The City will make every feasible effort to equalize overtime every six (6) months for employees in each job classification.

(d) An employee called in to work outside of his scheduled working hours is guaranteed at least two (2) hours pay. Overtime scheduled in advance of the regular work period shall be paid at the appropriate overtime rate for the actual time worked prior to the start of the shift.

(e) An employee shall receive time-and-one-half for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one week.

(f) An employee shall receive double time for all hours required by the City to be worked on the seventh day of his work week in excess of forty (40) hours in that work week.

(g) An employee shall receive double time for all hours required to be worked on a holiday.

(h) There shall be no pyramiding of overtime.

### XXX. WORKER'S COMPENSATION

(a) Injury on-the-job means any absence required as a result of an injury or illness incurred in the course of employment for the City which is covered by the Michigan Worker's Compensation Act.

(b) The employee shall notify his Supervisor immediately of any illness or injury incurred while on duty.

(c) Employees on disability absence for reason of injury or illness incurred in the course of employment shall be paid, for a period not to exceed two hundred seventy (270) calendar days from and after the date on which the injury occurred and/or reoccurred (the issue to be determined by the Bureau of Worker's Compensation) for such amount as when added to the benefit received under the Worker's Compensation Act, will bring the employee's net income from wages, after deducting the Federal and State Income Tax payable and Retirement Contributions with respect thereto, to eighty-five (85) percent of what his/her net income would have been (based upon applicable straight time wages as set forth in Article XXXI hereafter), after deducting the applicable Federal and State Tax and Retirement Contributions had he/she not been injured on the job. Net income is predicated upon the number of Federal and State Tax exemptions claimed on the employee's W-4 Certificate as of the date of the occurrence of the disability. No charge shall be made to the employee's own accrued sick leave days during the first two hundred seventy (270) calendar days.

(d) Subsequent to the completion of the two hundred seventy (270) calendar day period in which the employee receives equivalent to the eighty-five (85) percent of the regular take-home pay, the employee shall continue to receive the appropriate payment under Worker's Compensation. However, the employee may elect, at his/her option, to utilize a pro-rated share of sick and vacation accrual on a proportionate

basis to make up the difference between his/her regular take-home pay and benefits received under the Worker's Compensation Act.

(e) During the first 270 calendar days of a duty-connected disability, the employer will continue to provide hospitalization insurance, life insurance, and dental/optical insurance at no cost to the employee.

(f) Vacation leave will be earned only during the first month of the duty-connected disability. Sick leave will be earned only during the first month of the duty-connected disability. Other fringe benefits such as uniform allowance and longevity shall be prorated based on the number of full months worked during the year.

(g) The employee shall provide to the City a copy of all disability insurance benefits received (excluding benefits received under a policy acquired and paid for by the employee) so that the City may meet its obligations as set forth in this Article.

(h) If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, any remaining leave time shall be paid to the employee calculated on the employee's appropriate hourly rate. Accrued vacation will be compensated at one hundred (100) percent.

(i) An employee's seniority and employment status shall terminate should the employee not return to work within one (1) year after the date of the duty-connected disability.

(j) An employee who chronically misses work due to illness or injury such that he demonstrates an inability to be a regular full-time employee may lose his seniority and employment status.

(k) If the employee's Worker's Compensation claim is contested by the insurance company, the benefits of paragraph (c) and (d) above will not be operative until a claim is settled and is found to be in favor of the employee. However, during this period the disability insurance would be available based upon the terms and conditions of the policy.

#### XXXI. OTHER ECONOMIC BENEFITS

##### Holidays

For the below-designated holidays, a full-time employee shall be paid eight (8) hours straight-time pay:

Day before New Year's	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas

For Sewage Treatment Plant employees only, all hours worked on Easter Sunday shall be paid at double time.

To be eligible for holiday pay, an employee must be on the active payroll and must work or be on paid sick leave, paid personal leave or paid vacation the last scheduled workday before the holiday and his first scheduled workday after the holiday. Disciplinary suspensions without pay of three days or less shall be scheduled to insure the employee shall not lose holiday pay for failure to comply with this paragraph. Disciplinary suspensions without pay of four or more days may, depending of scheduling of the suspension, result in loss of holiday pay. In the event that at the conclusion of a suspension, a holiday falls on a Monday, the holiday pay for that holiday shall not be lost to the employee.

#### Longevity Pay

Full time employees who have completed the following years of continuous service with the City on the first day of the City's fiscal year shall be paid annual longevity pay as follows:

Five years of continuous service	\$ 600.00
Ten years of continuous service	\$1200.00
Fifteen years of continuous service	\$1800.00

One-half of said longevity pay shall be paid on December 31 and one-half shall be paid on June 30. If the date on which an employee completes his fifth, tenth and fifteenth year of continuous service occurred during the fiscal year, he shall be paid one-twelfth of the applicable longevity pay or

increase for the full month he is employed by the City between said date and the end of the fiscal year. Any employee whose employment is terminated for any reason except discharge for disciplinary reasons shall be paid one-twelfth of his annual longevity pay for each full month that he has been employed by the City (not counting time off while on leave of absence) since the beginning of the City's fiscal year during which his employment terminates.

#### Hospitalization Insurance

The City shall provide, as soon as coverage can be obtained, for each full time employee and his family the basic Blue Cross and Blue Shield Preferred Group Benefits MVF-1 Semi-Private Plan and the Master Medical Plan, a \$2.00 deductible drug rider, the ML lab rider, and the benefit commonly referred to as the "Emergency Room Rider," or a comparable hospitalization policy. For details, the policy controls.

The City's copy of the Master Policy will be made available for review by employees within the Bargaining Unit. The request to review the Master Policy shall be in writing and shall state the general concern(s) the employee is seeking to review.

The Master Medical Plan shall include a One Hundred Dollar (\$100.00) per year deductible for a single Member



Coverage and Two Hundred Dollars (\$200.00) per year deductible for a Family Coverage. The co-pay provisions for the Master Medical Policy are ninety (90) percent/ten (10) percent.

#### Life Insurance

Each full time employee shall be covered by Forty Thousand Dollars (\$40,000.00) of Life Insurance after completion of six (6) months of continuous service. For details, the Policy controls.

#### Retirement Benefits

Each full time employee who qualifies thereunder shall receive those pension benefits to which he is entitled under the Michigan Municipal Employees' Retirement System, Benefit Plan B-1. Effective July 1, 1993, the benefit plan shall be changed to B-2. The City of Rochester may allow a Retiree collecting a retirement benefit from the Michigan Municipal Employees' Retirement System (MERS) or other acceptable Retirement Plan to continue hospitalization insurance coverage on the City Group Policy provided that:

(1) The total premium is paid to the City by the retiree by the first of the month; and

(2) The effective date to the retirement is contiguous with the last day of regular employment with the City; and

(3) The approval of the hospitalization insurance carrier.

Failure to meet any of the above conditions would disqualify the employee from any continued or future coverage.

### Vacations

Each full-time employee who has completed one (1) year of continuous employment with the City is entitled to eighty (80) hours vacation to be taken in the next year of employment.

Each full-time employee who has completed five (5) years of continuous employment with the City is entitled to one hundred and twenty (120) hours vacation to be taken in the next year of employment.

Each full-time employee who has completed ten (10) years of continuous employment with the City is entitled to one hundred and sixty (160) hours vacation to be taken in the next year of employment.

Vacation days must be taken in units of not less than five (5) days at any one time. Periods of less than five (5) days may be granted by the appropriate Department Head or the City Manager.

Employees who are entitled to a fourth (4th) week of vacation may receive payment in lieu of vacation for the

period, if, at the discretion of the City, a vacation cannot be granted. These employees will be notified within ten (10) days of their request for the fourth (4) week of vacation, whether it will be granted in the form of vacation or payment in lieu of vacation.

Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the City.

When a holiday is observed by the City during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled.

In the event an employee is incapacitated for a lengthy period of time which results in the employee being unable to schedule his vacation time, the City may, upon written request by the employee not later than thirty (30) days prior to the employee's anniversary date, grant said employee payment in lieu of vacation for all or a portion of the unused vacation.

#### Personal Day

After one (1) year of employment, a full time employee shall be entitled to four (4) personal days to be used prior to the end of each contract year, not chargeable as a sick day. Personal days not taken by the end of each contract year shall

be lost to the employee.

Personal days may be taken in half-day segments, and sufficient prior notification must be given to the employee's Supervisor to allow coverage for the absence.

#### Disability Insurance

The City will provide disability insurance for full time, non-probationary employees for non-duty related injuries or illnesses in the amount of \$300 per week after a thirty (30) day waiting period, for a period of fifty-two (52) weeks. Effective July 1, 1993, the weekly benefit shall be sixty-six and two-thirds (66 2/3%) percent of forty (40) straight-time hours pay, less integration to a maximum of \$400 per week. For details, the policy controls.

#### Dental-Optical Insurance Policy

At the time of hire, each employee shall be credited up to Six Hundred (\$600) Dollars (prorated from the date of hire through upcoming June 30) for the dental/optical program. On July 1, each fiscal year thereafter, each employee shall be credited with an additional \$600. If unused from year to year, the amount of the account may accumulate up to a maximum of \$1,500. The employee will be reimbursed for dental and/or optical expenses upon proof of payment for said services. Although the plan may accumulate for up to a maximum of \$1,500,

an employee's account may not be overdrawn during any fiscal year. Dental or optical services paid during one fiscal year may not be applied during the next fiscal year. Employees who terminate employment as a result of death, retirement, or resignation, in good standing, shall be paid the amount remaining in their account. Effective July 1, 1993, the annual credit of \$600 shall be increased to \$700; also the allowable maximum of \$1500 shall be increased to \$1600.

Uniform Allowance

Each full time, non-probationary employee shall receive \$420 once each year as a uniform allowance. Failure to report for work in a uniform deemed presentable and acceptable according to your supervisor will result in loss of pay for time required to become acceptable and further disciplinary action up to and including discharge.

	<u>Wages</u>	
	<u>July 1, 1992</u>	<u>July 1, 1993</u>
LABORER		
0-6 months	10.70	10.95
7-12 months	11.84	12.09
13-18 months	13.20	13.45
19 plus months	14.32	14.89
CREW LEADER	14.57	15.14
MECHANIC		
0-6 months	14.13	14.70
7-12 months	14.48	15.05
13-plus months	14.83	15.40

For employees hired prior to June 30, 1984 and have reached the top of the 1982-1984 contract pay scale through permanent or temporary assignment to the position of Mechanic, the wages for

these employees shall be:

15.49 16.06

WWTP OPERATOR (With "D" License)

0-6 months	10.85	11.10
7-12 months	11.99	12.24
13-18 months	13.35	13.60
19 plus months	14.47	15.04

(With "C" License)

0-6 months	10.95	11.20
7-12 months	12.09	12.34
13-18 months	13.45	13.70
19 plus months	14.57	15.14

For WWTP Operators hired prior to June 30, 1984 (and for the WWTP operator hired on 10/1/89) the wages shall be:

15.38 15.95

(With "B" License)

0-6 months	11.20	11.45
7-12 months	12.34	12.59
13-18 months	13.70	13.95
19 plus months	14.82	15.39

WWTP operators hired prior to June 30, 1984 shall continue to be eligible for an additional 25 cents per hour if they obtain a Class "B" Certification.

WATER DISTRIBUTION OPERATOR (With S-2 Certification)

0-6 months	10.95	11.20
7-12 months	12.09	12.34
13-18 months	13.45	13.70
19 plus months	14.57	15.14

WATER TREATMENT PLANT OPERATOR (With D-2 Certification) and hired prior to July 1, 1990:

15.38 15.95

An employee in the position of Laborer assigned to the Sweeper shall receive a twenty (20) cent per hour premium for the hours so worked. An employee shall receive this premium

for eight (8) hours worked on a particular day, if the work shift is altered so as to operate the Sweeper. Any hours that an employee is off work due to an authorized leave for vacation, sick time, or personal time, shall not be compensated at the premium rate.

An employee assigned to the vector truck, provided each employee works a minimum of four (4) hours per shift operating said equipment, shall receive a ten cent per hour premium.

An employee who has completed the required training period and is assigned to perform the duties of the Water Treatment Plant Operator shall receive a fifty cent per hour premium for the hours so worked in that capacity.

#### XXXII. GENERAL

(a) The City shall reimburse an employee twenty-two (22) cents per mile for required travel by said employee's personal car on City business.

(b) It is the intent of the City to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve wherever and whenever possible.

(e) Neither the City nor the Union shall discriminate against any employee on any basis made illegal by applicable law.

(d) All insurance coverages are provided pursuant to the terms and the conditions of the respective policies. Additionally, any dispute as to insurance coverage or benefit is solely between the employee and the insurance carrier, and is not subject to Grievance Procedures.

(e) The City shall offer its Educational Assistance Program to the employees in this Bargaining Unit.

(f) Employees covered by this Agreement shall continue to be covered under the Social Security Act for the duration of the Agreement.

(g) An employee shall lose his seniority for time-in-service related benefit changes in vacation accrual, longevity, or wage adjustments, if applicable, for every SIX MONTH period that an employee is on an unpaid status from the City. Any time for which an employee receives compensation from the City for the proration of sick, vacation, or personal time, or a difference between the amount received from Worker's Compensation and the contract stated percentage of his net pay will not count as reductions for purposes of this section. Retirement years of service adjustments, if applicable, will be made by the MERS Retirement Board.



XXXIII. BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in this Agreement, each party had unlimited rights to make demands and proposals with respect to any subject or matter not removed by ordinance, charter or law from the area of collective bargaining. This contract constitutes the entire agreement between the parties, and during the life hereof, both the Union and the City waive the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement. The parties to this Agreement recognize that under the Special Conference provision, additions to this contract can be made by the mutual agreement of both parties.

XXXIV. SEVERABILITY CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or the application of such provisions to persons or

circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, and the parties agree to meet and negotiate concerning the invalid provision(s).

XXXV. DURATION

This Agreement shall remain in full force and effect from July 1, 1992 until June 30, 1994, and thereafter for successive periods of one year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating this entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment, or if a continuance is agreed upon in writing.

AFSC&ME COUNCIL 25  
AND LOCAL 574

CITY OF ROCHESTER

Robert Christman

Penny Crissman  
Penny Crissman, Mayor

Paul Ball

Nancy D. Miller  
Nancy D. Miller, Clerk

Date: July 28, 1992

Date: July 28, 1992

Date: \_\_\_\_\_