

7/31/86

LABOR CONTRACT AGREEMENT

between

THE CITY OF TAYLOR

and

LOCAL 1917, AFSCME

1982/1986

*Taylor, City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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AGREEMENT

Agreement entered into on this 17th day of April, 1984 between the City of Taylor (hereinafter referred to as the "Employer" or the "City") and AFSCME, Local 1917 affiliated with Metropolitan Council No. 25 of the International Union of the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

ARTICLE 1

WITNESSETH

Whereas, the City has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, and

Whereas, the City has granted recognition, job security, and other rights and privileges under a prior existing agreement, and

Whereas, the City recognizes the principle that every employee shall maintain continuous employment without any fear of discrimination, particularly to employees exercising their voting privileges and their political freedom, and

Whereas, both parties desire to continue their friendly cooperation and to improve the job security and economic relationships of all employees covered by this agreement, and

Whereas, both parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to put into the form of an agreement, and

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in accord with Act 379 of the Michigan Public Acts of 1965 for the following Unit: All Supervisory and Confidential Employees of the City of Taylor.

Confidential Employees shall be:

Deputy Clerk

Deputy Treasurer

Mayor's Secretaries

Personnel Director's Secretary

City Council Secretary

Supervisory Employees shall be:

All Foremen

All General Foremen

The Parties agree that Management will have the right to appoint all Supervisory and Confidential Employees, subject to Article 14.

ARTICLE 3

CONFORMITY TO LAW

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, the Union and Employer shall enter into immediate negotiations on said provisions and reach an agreement which complies with the law. All other provisions of this Agreement shall continue in effect.

ARTICLE 4

UNION MEMBERSHIP

Section 1: The City agrees as a condition of employment that all eligible City employees shall maintain membership in the Union or pay an agency fee equal to monthly dues.

Section 2: All employees who become members of the Union shall remain members of the Union during the term of this agreement.

Section 3: Failure to maintain membership or pay an agency fee equal to Union dues shall be the basis for immediate discharge. Such discharge will take place immediately upon receipt of a letter from the Union indicating the employee is sixty (60) days in arrears with his or her union dues or agency fees.

ARTICLE 5

UNION DUES AND AGENCY FEE DEDUCTIONS

The City agrees to deduct from the paycheck of each employee of the City who has signed an authorized payroll deduction card as provided by the Union, 1) Union dues, or 2) Agency fees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union and the total deduction of all employees shall be sent together with an itemized statement to the Treasurer of the Union by the first of the following month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By.....  
Last Name Middle Name First Name  
To.....  
Employer  
Effective.....  
Date

I hereby request and authorize you to deduct from my earnings 1  Union membership dues once each month in an amount established by the Union, or 2  Agency fee equal to the monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

.....  
Signature of Member

ARTICLE 6

CITY COUNCIL MINUTES

Section 1: The City Council shall notify the Chapter Chairperson of the Union of all regular and special council meetings prior to such meetings. Notification shall be by submission of the "Agenda" of the meetings to the Union official.

Section 2: Minutes of all City Council Meetings shall be mailed to the Chapter Chairperson of the Union as they appear in the files of the council.

Section 3: The City Personnel Director agrees to provide the Union with a copy of all payroll changes for the employees represented by the Union within five (5) days of change. This list to include new hires, demotions, promotions, transfers, and any other changes in rates of pay.

ARTICLE 7

BULLETIN BOARDS

The City will provide bulletin board space available to each department for the use of the Union for publishing notices and news pertaining to the conduct of its affairs. These bulletin boards will not be used by either party to this agreement to post material of a political nature.

ARTICLE 8

STEWARDS - REPRESENTATION AND UNION MANAGEMENT MEETINGS

Section 1: For purposes of maintaining harmonious relations and obtaining representation for all employees, there shall be one steward for Foremen and one steward for Confidential Employees and one Chapter Chairperson to represent the unit.

Section 2: A steward or his alternate during working hours, without loss of time or pay, may investigate and present grievances to the department head involved. The department head's permission shall not be unduly withheld unless such withholding of permission is for just cause. However, in no event shall the delay of such permission extend beyond four (4) working hours from the time of request or if requesting prior to the quitting of the shift and refused, such request shall be honored at the beginning of the next regular scheduled shift. Should any of these meetings be continued during hours which are not the steward's or alternate's regular hours of work, the steward or alternate shall receive the proper rate of pay.

Section 3: Regular monthly meetings will be held between the Union and Management with a pre-prepared agenda. Attending for the Union will be the Chapter Chairperson and two stewards and not more than three

## Article 8

### Stewards - Representation and Union Management Meetings

representatives from Management. These meetings are to be held on the third Thursday of every month and topics for discussion at these meetings must be in the office of the Director of Personnel on the Friday preceeding the meeting. These meetings are in no way intended to obviate the grievance procedure. The prupose of the meeting is to convey information essential to the employees on future plans and current operational problems and provide the opportunity to feed back to management the problems employees are having to implement the contract and other working conditions. If all items on the agenda are not reviewed on such meeting day, mutually acceptable arrangements for continuation of this meeting shall be made before adjournemtn.

In the event neither of the parties have agenda items as indicated above, the meeting will not be held.

ARTICLE 9

SENIORITY

Section 1: Employees who come from general employee (Local 1128) unit will retain and accumulate seniority while in this unit.

Section 2: If layoff occurs or if a position is eliminated, the employee shall have the right to return to the Local 1128 unit and replace any employee with less seniority provided he has the ability to hold the job. If an employee is removed from that job in Local 1128, the matter may then be submitted at the second step of the grievance procedure as provided in the Local 1128 contract.

Section 3: An employee shall lose his/her seniority for the following reasons:

- A. He/She quits.
- B. He/She is discharged and the discharge is sustained.
- C. He/She is absent for three (3) consecutive working days without notifying the employe, unless it is impossible to do so. After such absence, the Employer will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and his/her employment has been terminated.
- D. He/She does not return to work when recalled from layoff.

Article 9

Seniority

- E. Failure to return from sick leave or leaves of absence.
- F. He/She retires.
- G. In the application of the provisions of this Article, due consideration will be given to extenuating circumstances.

The City shall provide employees one (1) week notice prior to their date of layoff.

Section 4: In the recalling of employees, the senior employee shall be given first preference. All employees shall receive notice of recall sent by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of the said letter. If an employee is so notified and shall fail to report within ten (10) working days, he shall lose his seniority standing; however, extension of this time may be granted by the employer for good cause.

Recall lists must be kept for a period of two (2) years or the length of seniority whichever is greater.

Section 5: The seniority list on the date of this agreement must show the names and job titles of all employees. Up-to-date lists shall be provided by the Personnel Director to the Union every six months upon request.

Article 9

Seniority

Section 6: Existing or promoted Supervisory or Confidential employees shall have the right to transfer back to the 1126 Unit by written request, subject to the provisions of Section 2 of Article 14.

## ARTICLE 10

### LEAVES OF ABSENCE

No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the Department Head and shall include the following pertinent information: Purpose of leave, effective date and duration. Leaves other than military, maternity and sick leave must have prior approval from the department head. Should the department head fail to grant the leave, the employee may appeal through the grievance procedure and the arbitrator shall have the power to grant a leave if he feels the need for a leave is valid.

While on approved leave of absence, an employee will continue to accrue his seniority subject to limits indicated in this Article. All leaves are granted without pay except where otherwise agreed on.

The employee shall return to the position he held at the time he took such leave. However, if the employee's former position has been eliminated at the time of his return, he shall be placed in a position in accordance with Article 9, Section 2. On leaves of sixty (60) days or less, the City will pay all insurance premiums and all fringe benefits will accrue to the employee, limited to each article in this agreement and past practice.

Section 1: Leaves of absence for a period not to exceed thirty (30) days shall be requested from the head of the department to which the employee is assigned and re-

## Article 10

### Leaves of Absence

quest for such leave shall be answered by the department head in writing within five (5) working days.

Section 2: An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services covered by the National Selective Service Act will be granted leaves and other rights as afforded by the Act.

Section 3: Maternity Leave.

(1) Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician, stating the approximate date of delivery, the nature of the work she may do and the length of time she may continue to work.

(2) She shall be permitted to continue to work in accordance with her physician's recommendation, provided the employer has suitable work available.

Sick leave days may be used for the time her physician has recommended the employee be off the job. Employees on maternity leave shall receive all the benefits of an employee on medical leave subject to amendments in federal and state laws.

(3) A permanent employee who is an expectant mother or who adopts a child or acquires a family by

## Article 10

### Leaves of Absence

marriage or assumes the legal responsibility of a family will be granted a leave of absence not to exceed one (1) year and renewed annually upon written request up to a total of two years and without the loss of seniority.

(4) Employees on a maternity leave shall continue to have their premiums paid on all insurance programs for a period of two months of said leave. Employees may choose to continue insurance premiums at their own cost.

Section 4: An employee after one year of service shall become eligible for a leave of absence for job related, educational purposes. Educational leaves will be for no more than one (1) year. Educational leaves may be renewed upon written application. The joint bargaining committee will review the progress of individuals on educational leaves at pre-agreed intervals. Failure to progress in the agreed on program may be the basis for terminating such leave upon mutual agreement of the joint bargaining committees.

Section 5: Employees may request a leave of absence not to exceed thirty days in any calendar year to attend special conferences, seminars or other educational functions that are intended to improve or upgrade the employee's skill or professional ability. Where the employer re-

Article 10

Leaves of Absence

requests an employee to attend, the employee shall receive full pay plus paid expenses as determined at the time of approval.

Section 6: An employee selected or elected to a union position or selected by the Union to go work for the Union which takes him from his employment with the City, shall upon written request of the employee, receive a leave of absence for a one (1) year period. The same shall apply to members selected to a position with the Council or International Union. Renewal must be requested annually in writing and this benefit will apply only to the maximum accumulated seniority of the individual employee involved.

Section 7: The City shall grant the time off without compensation and without discrimination to any employees designated by the Union to attend Union conventions or conferences provided seven days' written notice is given the department head specifying the time to be taken off. The Union agrees that in making its request for time off for union conventions or conferences, no more than one employee delegate will be considered. The City agrees that every other year, one person will be given five (5) days off at his current straight time rate of pay to attend the International Union Convention.

Article 10

Leaves of Absence

Section 8: To settle an estate outside of the immediate residence of the employee not to exceed six (6) months.

Section 9: Sick Leaves. Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two years, whichever is greater. Such leave may be extended upon request.

Section 10: If called for jury duty, an employee shall be granted a leave of absence and be paid the difference between his jury duty pay and his regular pay for each day served as substantiated by proper verification. However, this provision will be for a maximum of six (6) months for any employee in one (1) year.

ARTICLE 11

ILLNESS AND FUNERAL BENEFITS

Section 1: Effective January 1, 1984 all employees shall receive one and one-half days of sick leave for each month of service. If an employee receives at least five days' pay, excluding sick pay and pay for on-the-job injuries in any calendar month, then he shall be eligible to receive sick pay for the month. Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave. Employees shall be permitted to charge sick time in increments of two hours (2).

Section 2: On or before February 1st of each year, all unused sick leave in excess of 100 days shall be paid in full. A statement of any accumulated sick leave shall be issued to each employee not later than April 1st each year.

A. An employee, at his/her option, may receive cash once each year for his/her accumulated sick leave time over 60 days. Said payment shall not exceed 40 days.

Section 3: If an employee is absent no more than five (5) days due to illness in a calendar year, he shall receive an additional one weeks' pay as a bonus or one week paid leave at the employee's option. Failure to report off work and/or an unexcused absence shall be charged against the bonus week.

## Article 11

### Illness and Funeral Benefits

Section 4: If an employee's service is terminated for any reason, all unused sick time shall be paid in full at the time of such termination. The hourly rate of pay shall be subject to the provisions of Section 12(C) of this Article.

Section 5: Personal illness, illness of immediate family such as father, mother, husband, wife, child, stepchild, sister, brother, mother-in-law and father-in-law, grandparents or grandparents-in-law, grandchildren, step-parents, or member of the employee's household shall be reason for sick leave.

Section 6: Employees exercising sick leave privileges shall whenever possible advise their department of the intent to be absent prior to the beginning of his regular shift. Telephone notification by a member of the employee's immediate family or any member of his household is acceptable. An employee who is late for work shall be entitled to work the rest of the shift subject to the provisions of Article 20.

Section 7: Employees shall be allowed up to five (5) working days as needed with no loss in pay, not to be deducted from sick leave or vacation pay, in the event of the death of any member of the family as described in Section 5. The City may require verification of funeral attendance.

## Article 11

### Illness and Funeral Benefits

- Section 8: Request for excused absence due to death or sickness in the family shall be made to the employee's department head and shall be answered without unnecessary delay.
- Section 9: Employees selected to be a pallbearer for a deceased employee will be allowed one day off without loss of pay.
- Section 10: The Chapter Chairperson or his delegated representative shall be allowed one day off without loss of pay to attend the funeral of any member of the local union who is an employee or retired employee of the City.
- Section 11. Effective January 1, 1983 employees shall be granted three days personal leave credited at the beginning of the calendar year provided s/he has worked a minimum of 500 hours in the previous calendar year. These days shall not be deducted from the 1983 accumulated sick leave. If an employee has unused personal leave credits as of December 31, 1983 said credits shall be applied to the employee's sick bank accumulation on January 1, 1984. Effective January 1, 1984, employees will be allowed three days personal leave per year provided s/he has sufficient accumulated sick leave days to cover the leave requested. These days will be deducted from the annual accumulated sick leave. The

Article 11

Illness and Funeral Benefits

employee must request in writing from his department head 24 hours in advance of the day requested whenever possible. Employees will not be required to provide reasons for these leaves. This absence shall not be counted against the employee's bonus leave program in Section 3. The City will provide proper forms for these requests. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reasons is made and prior approval is obtained. Personal time shall be charged in two, four, six, or eight hour increments only.

- Section 12.
- A. Employee's sick leave bank shall be divided into two sections. Any and all sick leave time accumulated prior to 7/1/84 will be credited at the hourly rate, including COLA, in effect just prior to 7/1/84 (old). Any sick time accumulated after 7/1/84 will be credited at the new hourly rate, including COLA (new).
  - B. The use of the employees' sick leave bank will result in the deduction from the new sick bank first. All new sick bank days will be used prior to the deduction from the old sick bank.
  - C. Payment of sick days will be based on the total

Article 11

Illness and Funeral Benefits

of the old and new sick banks. The new sick days will be paid at the increased rate, including COLA, first. The old sick days will be paid at the rate, including COLA, in effect prior to 7/1/84.

- D. In the event a pay rate adjustment occurs due to a change in classification, the employee's old sick bank will be adjusted to reflect the proper classification rate, including COLA, in effect prior to 7/1/84. The new sick day bank shall reflect the 7/1/84 classification rate, including COLA.

ARTICLE 12

DISCIPLINE AND DISCHARGE

Section 1: All disciplinary action shall be taken on the basis of just cause. Political activity by any employee shall not be the basis for disciplinary action unless such activity takes place during regular working hours.

Section 2: The Union will be provided with a written copy of all formal disciplinary actions. Disciplinary letters will be specific and will cite the time, place and all circumstances of the rule violated, misconduct alleged along with the penalty involved. The employee shall be advised of the possibility of disciplinary action within five (5) working days of the employer's knowledge of the incident; however, implementation of disciplinary action will occur no later than ten (10) working days after receipt of the formal notification. In the case of suspensions, holidays shall not be counted or included in the penalty imposed.

Section 3: All disciplinary action may be processed through the regular grievance procedure except suspensions and terminal actions will be taken up at the second step of the grievance procedure, in which case such suspension or terminal action shall not be invoked until the grievance hearing has been held. Any disciplinary action shall be done in a manner that will not embarrass or disgrace the employee and shall not be done before the public or any

Article 12

Discipline and Discharge

other employee. Any sustained disciplinary action will remain on the record for a period of one (1) year.

Section 4: Disciplinary action shall be only for just cause. The employee shall have the right to be represented by his or her steward. All disciplinary action is subject to grievance and arbitration procedures.

Assignments challenged on the basis of health or safety are subject to immediate review by the department head and union steward if requested by the employee. Safety is a paramount concern of the employer as it is the employee and we are not encouraging unsafe acts or use of unsafe equipment.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION PROCEEDINGS

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Section 1: Any employee desiring to file a grievance must first contact his steward. If there is a basis for the grievance, the employee and the steward shall try to resolve this matter with the department head involved within three (3) working days of the date of the grievance, or the employe's knowledge of its occurrence. If the grievance is not resolved in the verbal step, the Union shall within three (3) working days of the discussion with the department head, reduce the grievance to written form with detailed information included and submit it to the appropriate department head. The department head shall answer within five (5) working days in writing. The written answer shall include all the important information developed in the process of the grievance procedure.

Section 2: If the grievance remains unsolved, the Union shall submit, in writing, an appeal to the Director of Personnel within three (3) working days of the answer or date the answer was due from the department head. The Director must hold a meeting with the Chapter Chairperson, Steward and the grieved employee within five (5) working days. The Union may have the steward present at this

Article 13

Grievance and Arbitration Proceedings

level in place of some other union officer. The Director shall respond in written form within ten (10) working days of the meeting. The written answer shall include all the important information developed in the process of the grievance procedure.

Section 3: If the grievance remains unsolved, the Union may within fifteen (15) working days after the reply of the Personnel Director is due, by written notice to the employer, request arbitration.

Section 4: Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record, it can cause such a record to be made providing it pays for such expense.

Section 5: The arbitration proceedings shall be conducted by an arbitrator selected by the City and the Union within seven (7) working days after notices have been given. If the parties fail to select an arbitrator, the grievance shall be filed with the American Arbitration Association and proceed in accordance with the rules and regulations of said Association.

Section 6: There shall be no appeal from the decision of the arbitrator. Each decision shall be final and binding.

ARTICLE 14

PROMOTIONS

Section 1: Confidential and Supervisory employees shall be appointed from the bargaining unit 1128, and must have at least five (5) years' seniority.

Employees promoted to confidential or supervisory status shall, if demoted, return to whatever position their seniority may entitle them.

Confidential Employees shall be:

Deputy Treasurer

Deputy Clerk

Mayor's Secretaries

Personnel Director's Secretary

City Council Secretary

Supervisory Employees shall be:

All Foremen and General Foremen

Employees promoted to confidential or supervisory positions will be considered as on a probationary assignment for the first six (6) months.

Section 2: Lateral transfers and downgrades requested by the employee shall be handled in the following manner: An employee who wishes to make a lateral or downgrade move shall complete a form provided by the Personnel Office requesting consideration for lateral or downgrade movement. This form shall include infor-

Article 14

Promotions

mation regarding the employee's present job title and pay range requested. The information on the form shall also include the department and division, if applicable, to which the employee is presently assigned as well as the department and division, if applicable, to which the employee is requesting to be assigned.

All requests for lateral transfer or downgrade will remain on file in the Personnel Office unless withdrawn by the employee in writing.

Section 3: If a new job is created within the bargaining unit, the City will negotiate with the Union to establish the proper pay range for the new job.

ARTICLE 15

LONGEVITY PAY

All employees shall receive longevity pay based on the following schedule:

- A. Two Dollars (\$2.00) per month for each month of actual service beginning at the end of the fifth year of service, retroactive to the hiring date.
- B. Payment shall be made by a separate check between December 1st and December 15th of each year and will be paid for the year beginning December 1st through November 30. If an employee is on an approved medical leave as defined in Article 10, or on-the-job injury as defined in Article 26, he or she shall be entitled to longevity payment in accordance with paragraph "A" above.
- C. In case of termination, longevity shall be paid on a pro-rated basis at the time of departure from active service with the City.

ARTICLE 16

LUNCH AND REST PERIODS

Section 1: All employees will receive a 30 minute paid lunch period during their regular work schedule. In addition, they shall receive one 15 minute rest period during each one-half shift, paid for by the City. An appropriate time and place shall be scheduled for such lunch period and rest period.

Section 2: Past practice concerning lunch periods shall remain in effect for those employees who have a different lunch period than specified in Section 1.

Section 3: Employees who work beyond their regular shift shall receive a 15 minute rest period before they begin to work on the next shift. Any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period shall receive a paid 30 minute lunch period. They shall receive an additional 30 minute paid lunch period for each additional four hours thereafter. In addition, they shall receive the regular rest period that occurs during the overtime shift.

ARTICLE 17

HOURS OF WORK

Section 1: Work Day - Eight consecutive hours of work within the 24 hour period beginning at midnight shall be the regular work day.

Section 2: Work Week - Five consecutive eight hour days, Monday through Friday, shall be the regular work week, except for those departments requiring a six or seven day operation. Employees will be guaranteed a forty hour work week.

Section 3: Work Shift - All employees will be scheduled to work a morning, afternoon, or midnight shift with each shift having a regular starting and quitting time.

Section 4: Employees on the afternoon shift will receive a premium pay of ten cents (10¢) per hour.

Section 5: Employees on the midnight shift will receive a premium pay of fifteen cents (15¢) per hour.

Section 6: Those employees assigned to the seven day work schedule in Parks and Recreation Department shall receive thirty-five cents (35¢) per hour premium pay in addition to their hourly rate and any other premiums which apply. The employees shall work five (5) consecutive days and be off for two (2) consecutive days.

Section 7: All work schedules shall be posted on the bulletin

## Article 17

### Hours of Work

board of each department concerned. Except for emergency situations, there shall be no change in work schedules unless mutually agreed upon by the City and the majority vote of the employees affected.

Scheduled overtime resulting from a holiday will be posted three (3) days in advance. Employees wanting to work said overtime shall let it be known to his immediate supervisor 24 hours before the overtime day.

Section 8: The seven day operation shall be posted in the department. The award shall be to the most qualified senior department applicant.

Section 9: The shift change shall be posted each time it is to be in effect 14 days prior to the beginning of the seven day operation.

Section 10: The employees who work the seven day operation shall be given seven (7) calendar days' notice of change of schedule to terminate the seven day operation.

Section 11: Stand-By Pay

Foremen in the Department of Public Works will receive four (4) hours' pay at straight time for scheduled stand-by duty which shall consist of seven (7) consecutive days.

A Foreman who does not work his full regular scheduled

Article 17

Hours of Work

work shift for any reason, paid or unpaid, shall not be eligible for stand-by pay for the week he is scheduled for duty.

Foremen on stand-by duty who work their full regular scheduled shift may have other Foremen substitute for them when they will not be available for duty call. Should the Foreman on stand-by duty or the substitute not be available when called, the Foreman shall forfeit his stand-by pay.

ARTICLE 18

PAY FOR MEALS

Section 1: The City shall furnish compensation for a meal to any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period.

Section 2: The employee shall be furnished additional meal compensation for each four hours' work thereafter.

Section 3: Compensation for said meals shall be \$4.00 per meal.

ARTICLE 19

VACATION PAY

Section 1: All employees who have worked a minimum of 500 hours per year will be granted vacations with pay as follows:

- A. 1 but less than 5 years' seniority receive 10 working days.
- B. 5 but less than 10 years' seniority receive 15 working days.
- C. 10 but less than 15 years' seniority receive 20 working days.
- D. Upon completion of 15 years' seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter. This provision shall be effective January, 1980.
- E. Holidays falling on work days during approved vacation periods will not be used to compute number of days of vacation used.

Section 2: Employees shall be entitled to choose a split vacation or take their entire vacation on a division seniority basis. Vacation schedules shall be arranged so they do not interfere with the efficient operation of the division.

Section 3: Vacation schedules shall be prepared and submitted for approval by the 1st day of February each year.

Article 19

Vacation Pay

Section 4: Approved vacation schedules will be posted no later than March 15th. No changes are permitted unless sickness, death or some other condition occurs beyond the control of the employee. However, within the framework of maintaining sufficient skills and numbers of employees, consideration will be given to requests to exchange vacations between employees. Employees that have not submitted their vacation request by February 1st will be given vacations on the basis of remaining time available.

ARTICLE 20

REPORTING IN PAY

Section 1: An employee who reports to work for his/her regular scheduled shift shall receive eight (8) hours straight time pay if s/he is sent home because no work is available.

Section 2: An employee who is scheduled to work overtime and no work is available shall be paid a minimum of four (4) hours overtime.

ARTICLE 21

CALL TIME

Any employee called back to meet emergencies after working his or her regularly scheduled shift shall be paid a minimum of four (4) hours straight time pay or the overtime rate for the time worked, whichever is greater.

If the call time occurs prior to the regular shift time, the employee shall be paid for the call time rate of time and one-half until he completes the first two hours of work. The employee shall then be paid for his remaining work shift at his regular rate.

ARTICLE 22

SAFETY COMMITTEE

Section 1: There shall be a City Safety Committee composed of three (3) representatives of the Union, two (2) from Local 1128 and one (1) from Local 1917, representatives of the Fire and Police Departments, the Director of Personnel, Director of Parks and Recreation, and Director of Department of Public Works. The Chairman shall be elected by the Committee.

Section 2: The Committee shall make recommendations concerning all aspects of health, welfare, and safety as it applies to the employees.

Section 3: Any disputes that may arise concerning the recommendations of the Safety Committee shall be resolved at the special conferences between Union and City officials.

Section 4: The Safety Committee shall meet the first Wednesday of each month at 2:00 p.m. No employee shall lose time or pay for attending said meeting.

ARTICLE 23

LIFE INSURANCE - HEALTH AND ACCIDENT BENEFITS

Section 1: The City agrees to pay the full premium on a life insurance plan of \$10,000 for each employee with \$20,000 for accidental death. In addition, the City agrees to pay for an increased weekly benefit of \$100.00 for a period of 26 weeks for disability due to sickness, disease, or accident not covered by workers' compensation. The City shall pay the sick and accident benefit as described in this section for employees who have been found disabled and their workers' compensation claim is under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that workers' compensation benefits are applicable.

Section 2: The City agrees to provide to the retiree, at the time of retirement, a paid up life insurance policy in the amount of \$2,000.00.

ARTICLE 24

OVERTIME PAY

Section 1: Time and one-half will be paid for time worked over eight (8) hours per day.

Section 2: Time and one-half will be paid for time worked over forty (40) hours per week.

Section 3: Time and one-half will be paid for time worked before or after any scheduled work shift.

Section 4: Time and one-half will be paid for all work on Saturday.

Section 5: Double time will be paid for all work on Sunday.

Section 6: In scheduled seven day operations, overtime shall be paid at the rate of time and one-half for all hours worked after eight (8) hours in any one day and all hours worked on the sixth consecutive day of any work week. Overtime shall be paid at the rate of double time for the seventh consecutive day of work in any work week.

ARTICLE 25

INJURIES COVERED BY WORKERS' COMPENSATION

Section 1: The City agrees to add to and supplement the income of an employee injured on the job by paying the difference between Workers' Compensation pay and his regular weekly income based on a forty (40) hour week during the time he is eligible for workers' compensation.

Section 2: Employees injured on the job shall receive his full pay without deducting days from their sick leave or vacation leave commencing with the first day of injury.

Section 3: Supplemental benefits provided by the City in cases covered by workers' compensation extending beyond the seventh day will be continued for two years or the years of seniority, whichever is greater.

Section 4: In no event shall any employee receive any amount of money or benefits in excess of those received prior to his disability and during the term of said disability.

ARTICLE 26

INSURANCES

Section 1: Medical-Hospitalization

- A. The City agrees to pay the full premium for hospitalization-medical coverage, including a \$2.00 co-pay drug rider, for each employee, the employee's spouse and their children as defined within the plan subject to Section 5 of this article.
- B. The Plan shall be known as the "Master Medical Plan" issued by Blue Cross-Blue Shield, or an equivalent thereof.
- C. This coverage shall extend to all employees and all retired employees who are drawing a pension and their immediate families subject to Section 5 of this article.
- D. The City agrees to continue to furnish the "Master Plan Coverage" or the equivalent thereof, to the unremarried spouses of deceased retirees and any minor children thereof under 18 years of age.
- E. As soon as is reasonably possible following ratification of this agreement, the City shall provide an FAE and OPC rider for each employee, the employee's spouse and their children as defined within the plan subject to Section 5 of this article.
- F. Pursuant to the Health Maintenance Organization Act of 1973, the City shall continue to furnish an

## Article 26

### Insurances

alternate plan known as the Health Alliance Plan of Michigan. This plan, or an equivalent thereof, shall be available at the employees' option.

#### Section 2: Dental Plan

As soon as is reasonably possible following ratification of this agreement, the City shall provide increased dental insurance through Delta Dental Insurance, or an equivalent thereof, Class I and II, full family coverage with \$600 maximum per person, per year. The insurance carrier pays 60% of the dental bill. In addition, the City will obtain for each employee an Orthodontic Benefit, Class III with a lifetime maximum of \$500 per person as defined within the plan. Subscriber and dependent eligibility shall be as described within the plan and subject to Section 5 of this Article.

#### Section 3: Optical Plan

As soon as is reasonably possible following ratification of this agreement, the City shall provide an optical plan for each employee and eligible members of the employee's family, subject to Section 5 of this article. The plan in general provides that every employee, spouse, and all dependent children under the age of 19 an optometric refraction and glasses, if needed, once every two (2) years. The plan details the types of frames and lenses available.

## Article 26

### Insurances

#### Section 4: Drug and Alcohol Abuse Program

As soon as is reasonably possible following ratification of this agreement, the City will establish a drug and alcohol abuse program at a local facility. Prior to the establishment of such a program, the City will confer with the Union to discuss details, types of treatment and therapy, etc. As an alternative to such a program, the City may obtain a substance abuse treatment rider through medical-hospitalization insurance.

#### Section 5: Dual Coverage

In the event an employee is enrolled or participates in another plan(s), the City shall not be obliged to provide dual coverage. However, if an employee's outside coverage lacks in any or all areas of coverage, i.e., medical-hospitalization, FAE rider, OPC rider, drug rider, dental plan, or optical plan, the City shall pay the necessary premiums in order to supplement the employee's outside insurance where inferior. In the event the employee's outside coverage is discontinued or terminated, the employee will be enrolled in the City's insurance plan upon written application by the employee without lapse of coverage. To insure adequate levels of coverage, the City will notify affected employees to apprise them of their insurance status on a semi-annual basis.

Article 26

Insurances

- A. Those employees affected by this Section shall be eligible to receive \$200 in October of each year in which the City realizes a savings of at least \$200 on the individual employee's total insurance premium.

Section 6: Change in Insurance Carriers

In the event a change in insurance carrier(s) is desired, such change shall not take effect without the mutual investigation and consent of both parties to this agreement including Union membership ratification.

Section 7: Retiree Participation

The dental, FAE, OPC and optical riders, and the drug and alcohol abuse program (or rider) herein provided for shall not be applicable to retirees.

ARTICLE 27

HOLIDAY PAY

Section 1: Employees shall be paid for and shall not be required to work on the following recognized holidays:

- 1) New Year's Day
- 2) Washington's Birthday
- 3) Good Friday
- 4) Decoration Day
- 5) July 4th
- 6) Labor Day
- 7) Veterans' Day
- 8) Thanksgiving Day
- 9) Friday after Thanksgiving Day
- 10) Christmas Eve Day
- 11) Christmas Day
- 12) New Year's Eve Day
- 13) Employee's Birthday (To be taken in the calendar week in which the birthday falls with 48 hours' notice to the department head)
- 14) Employee's City Anniversary Date (to be taken in the anniversary month with 24 hours' notice to the department head with approval of the day selected.

Section 2: If any of the above holidays falls on Sunday, the following Monday will be considered the holiday.

Section 3: If any of the above holidays falls on Saturday, the Friday preceding shall be considered the holiday.

Article 27

Holiday Pay

Section 4: If an employee works on a holiday, he will receive eight hours' holiday pay plus double time for the first eight hours worked and triple time for all hours worked in excess of eight hours.

Section 5: If an employee is on approved vacation or is on paid sick leave he shall receive holiday pay. The employee on sick leave shall be required to furnish the employer with a statement from his physician stating the type of illness and the treatment prescribed by the physician. If an employee is absent due to illness on either the day before or the day after the holiday, the illness must be substantiated by a doctor's excuse in order for the employee to qualify for holiday pay.

ARTICLE 28

UNIFORMS AND PROTECTIVE CLOTHING

- Section 1: If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such clothing or device shall be furnished free of charge to the employee by the City.
- Section 2: The cost of maintaining such uniform or protective clothing, or devices in proper working condition including tailoring, dry cleaning and laundering shall be paid by the City.
- Section 3: Protective clothing requirement shall be by the recommendation of the Safety Committee and resolution of the City Council.

ARTICLE 29

WEEKLY PAY PERIOD

Section 1: All salaries and wages shall be paid every Friday, no later than noon to all department heads for immediate distribution to the employees. In the event Friday is a holiday, the preceding day shall be the payday. Second and third shift employees will receive paychecks at the end of their work shift on Thursday.

This section subject to reconsideration when and if payroll is programmed into the new computer system.

Section 2: Upon termination of employment, the City shall pay all monies due to the employee except pension contributions on the payday in the week following such termination of employment. Pension contributions shall only be withdrawn after all grievance hearings, arbitration hearings, or court action relating to the termination are finalized.

ARTICLE 30

WORK RULES

Section 1: All employees shall be provided with a copy of the currently approved basic rules.

Section 2: Any new work rule or change in existing work rule that does not meet with the Union's approval shall be subject to the grievance and arbitration procedure.

ARTICLE 31

MANAGEMENT RIGHTS

The City retains the right to hire, fire, promote, discipline, assign duties, approve budgets and other rights granted the City by State, Federal, and Local Legislation, subject only to special limitations agreed on in the contract.

ARTICLE 32

UNION ACTIVITIES ON CITY'S TIME

Section 1: The City agrees that during working hours on the employer's premises and without loss of pay, Union representatives shall be allowed to:

- A. Post Union notices authorized by the local union or its officers.
- B. Any duly accredited representative of the Union shall have the right to visit the premise during any reasonable hours of employment to interview members of the Union on Union business. Such representative shall first secure permission from the management and management agrees to grant this permission upon request.

ARTICLE 33

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1: Both parties agree that the provisions of this agreement shall be applied equally to all employees without discrimination or coercion as to age, sex, race, political affiliation, or ethnic background.

ARTICLE 34

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

The City agrees not to contract or subcontract any local 1917 bargaining unit work unless by mutual agreement. Past practice shall continue in the following areas: tree trimming, commercial containers, Building Department, cement work, lawn restoration, lawn spraying, repair and replacement of glass, locksmith work, electrical repairs, plumbing and heating repairs, repair of gas pumps, and acid cleaning and draining of city pools. The City shall have the right to contract commercial, apartment, and residential rubbish pick-up.

If mutual agreement cannot be reached between the parties, the second step of the grievance procedure may be followed.

ARTICLE 35

WORK STOPPAGE - LOCK OUT

The Union agrees there will be no strike, work stoppage or slowdown for the duration of this Agreement. The City agrees that it will make no attempt to implement a lock-out against the employees for the duration of the Agreement.

ARTICLE 36

BARGAINING COMMITTEE

The bargaining committees for both the Union and Employer shall be limited to three members per each committee.

The Union's committee shall consist of two persons who are members of Local 1917 and full time bargaining unit employees and a Union Council or International Representative for a total of three members.

The employer's committee shall not contain more than four members who must be available to meet during the day shift.

The employer agrees to release the two bargaining unit employees for the purpose of collective bargaining without the loss of wages or benefits. Negotiations shall take place during the day shift. By mutual agreement the parties can meet at other times than the day shift.

The ground rules established and agreed upon by both parties for the purpose of negotiations may amend this Article.

ARTICLE 37

PENSIONS

The City agrees to continue the present "Retirement Program" known as the Group Annuity Contract No. GA-9004 issued by the State Mutual Life Assurance Company of America, 440 Lincoln Street, Worcester, Massachusetts, as established April 1, 1966.

The parties mutually agree to continue the Pension Committee consisting of at least four members from the City and at least four members from the Union for the purpose of annually re-evaluating and upgrading the in-force pension program.

The parties agree that the provisions of this Article are mandatory conditions of employment. Withdrawal can be made only upon separation from City employment subject to the provisions of Article 29, Section 2. The Union shall receive a copy of the original contract. A copy of the pension program in book form shall be provided each employee.

The qualifying age under the pension plan shall continue to be 55 years of age or twenty-five years of service, whichever comes first.

Employees hired prior to 8/1/82 must have eight (8) years of service to qualify. Employees hired after 8/1/82 must have ten (10) years of service to qualify. Both negotiation teams will meet at a future date to review possible revisions for the employees' pension program, subject to I.R.S. regulations.

Any changes in the pension contract shall require Union membership ratification.

Article 38

CLASSIFICATION WAGE RATES

Section 1: A. The parties agree that \$.61 per hour shall be deducted from the Cost of Living Allowance and added to the hourly base rate for each classification listed effective October 31, 1983.

B. Effective 7/1/84 there shall be a ten percent (10%) increase in the 8/1/82 maximum base hourly rate for each classification listed.

Section 2: Effective July 1, 1985 there shall be a wage and fringe benefit reopener. Negotiations shall commence not later than April 1, 1985 for this purpose.

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PAY RANGE AND WAGE SCALE - CONFIDENTIAL EMPLOYEES

LOCAL 1917 - A.F.S.C.M.E.

Pay Range Number	<u>Classification</u>	<u>Effective 8/1/82</u>	<u>Effective 10/31/83</u>	<u>Effective 7/1/84</u>
1	Secretary, Mayor's Office	\$9.50	\$10.11	\$11.06
	Secretary, Personnel	\$9.50	\$10.11	\$11.06
2	Secretary, City Council	\$10.25	\$10.96	\$11.89
3	Deputy Clerk	\$10.56	\$11.17	\$12.23
	Deputy Treasurer	\$10.56	\$11.17	\$12.23
4	Confidential Secretary Mayor's Office	\$10.72	\$11.33	\$12.40

PAY RANGE AND WAGE SCALE - SUPERVISORY EMPLOYEES

LOCAL 1917, A.F.S.C.M.E.

Pay Range  
Number

		<u>Effective 8/1/82</u>		<u>Effective 10/31/83</u>		<u>Effective 7/1/84</u>	
		<u>Min.</u>	<u>6 MOS</u>	<u>Min.</u>	<u>6 MOS</u>	<u>Min.</u>	<u>6 MOS</u>
1	<u>FOREMEN</u>	\$9.70	\$10.02	\$10.31	\$10.63	\$11.28	\$11.63
	Foreman/Sanitation						
	Foreman/Water & Sewer						
	Foreman/Highway						
	Foreman/Maintenance						
	Foreman/Parks						
.2	<u>GENERAL FOREMEN</u>	\$10.17	\$10.32	\$10.78	\$10.93	\$11.80	\$11.96
	General Foreman/ Water & Sewer						
	General Foreman/ Sanitation, Highway & Maintenance						
	General Foreman/Parks						

ARTICLE 39

JOB CLASSIFICATION

A. Job descriptions will be developed by the parties commencing thirty (30) days following implementation of the contract. The bargaining committees will have sixty (60) days to complete the duty descriptions from the agreed on titles from the above dates.

In those cases when agreement cannot be reached within the time limits provided, the disputed job descriptions will be referred to the umpire for final determination.

B. Where the bargaining committees have made an error in the placement of employees in the various ranges due to current wages or assignments, this may be subject to the grievance procedure.

ARTICLE 40

COST OF LIVING ALLOWANCE

The parties agree that a "freeze" shall be placed upon the cost of living allowance as of 1/1/83 and paid as follows:

Each employee covered by this contract shall receive a cost of living allowance as computed for the fourth quarter (October through December) of 1982, utilizing the existing formula whereby the employer grants one cent (\$.01) per hour for each complete point four (0.4) advance in the B.L.S. Revised Consumer Price Index in its present form and calculated on the basis of using 1967 = 100%. The cost of living shall then be frozen at the computed rate of \$2.59 per hour.

Effective upon ratification of this agreement, the cost of living allowance shall be frozen and paid quarterly at the amount calculated for the third quarter (July through September) of 1982 which is \$2.61 per hour. Effective October 31, 1983, \$.61 per hour shall be deducted from this cost of living allowance and rolled into the base hourly rate as provided in Article 38 of this Agreement. The amount of the cost of living shall, for the duration of this agreement, be paid quarterly at the frozen amount of \$2.00 per hour.

The Cost of Living Allowance shall not be added to the base rate for any classification except as specifically provided herein, but only each employee's straight time hours rate. The Cost of Living Allowance shall be taken into account for each hour actually worked, holiday pay, sick pay, personal days, vacation days, funeral leave days and bonus week days.

ARTICLE 41

COPIES OF THE AGREEMENT

The employer agrees to supply the Union with enough copies for the membership and officers as per the request of the Union.

Said contract shall be reproduced by a union shop or AFSCME and shall include the complete agreement with all insurance programs, pension, and classifications.

No part of this agreement including insurance programs, pension, classifications, and wage rates can be changed without the mutual agreement of the employer and the union.

ARTICLE 42

EDUCATIONAL BENEFITS

Effective 7/1/80 the City will reimburse tuition up to \$200.00 per person, per year, and the cost of required books upon receipt of a transcript which indicates grades of "C" or better for any class attended which is job related. Availability of funds shall be a factor in approval of educational requests. Approval by the Personnel Director must be obtained prior to the beginning of any educational program.

The parties agree that City contribution for required books will be confined to \$45.00 and books in excess of the amount will be prorated twenty-percent (20%) by the employee and eighty percent (80%) by the City.

Any employee who leaves the employment of the City of Taylor within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the City.

ARTICLE 43

DURATION OF AGREEMENT

Section 1: This agreement shall become effective on August 1, 1982 and shall remain in effect through July 31, 1986.

Section 2: The terms and conditions of this Agreement will be in full force and effect through July 31, 1986.

In witness whereof both parties have caused this instrument to be executed on April 17, 1984.

DATES OF RATIFICATION

City of Taylor

April 17, 1984

Local 1917, AFSCME

April 9, 1984