

3/25/92

1290

AGREEMENT
BETWEEN
CITY OF ALBION, MICHIGAN
AND
LOCAL 1248, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
EFFECTIVE MARCH 27, 1989

Albion, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and LOCAL 1248, COUNCIL #25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL--CIO, hereinafter referred to, individually or collectively, as the UNION is effective March 27, 1989, through March 26, 1992.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, The Union, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY'S ability to continue to provide proper services to the community, the CITY and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The City and the Union agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political beliefs or union activities.

ARTICLE II

UNION RIGHTS

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the City recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time employees employed within the CITY in the following divisions, each of which is a separate division within the Department of Public Works; Cemetery, Parks, Sewer, Sewage Treatment, Streets, Water, but excluding seasonal employees, temporary employees, office, clerical, executive, technical, professional, supervisory employees, and all other employees of the City. (Hereafter where the word "employee" is used, it means regular employees covered by this agreement unless otherwise so designated.)

- (a) Seasonal or temporary employees shall be defined as an employee who is hired for a period of less than five (5) months, the need for which can be anticipated as likely to reoccur.

The City shall not for any reason hire seasonal or temporary employees if the result thereof would be to deny full-time employees work. Temporary employees will not be used during the time of layoff or while members of the bargaining unit are working reduced hours unless those employees on layoff have been offered employment and it was refused.

Seasonal or temporary employees shall have no seniority, shall not fall under the jurisdiction of this contract, and may be laid off or terminated at the sole discretion of the CITY without regard to their relative length of service and/or the grievance procedure hereafter set forth.

Section 2. Exclusive Bargaining. The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement. The Union has a right to be present at such adjustment and the settlement shall not prevent the Union from processing similar grievances without such individual settlement establishing any precedent for the settlement of such grievances.

Section 3. Union Security.

- (a) Employees who are presently members of the Union shall be required, as a condition of continued employment, to either continue membership in the Union for the duration of this Agreement, or pay a service fee as hereinafter provided.
- (b) All regular full-time employees (as herein defined) who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to either become members of the Union, or cause to be paid to the Union a service fee equivalent to the amount of monthly dues uniformly required of all Union members except as hereinafter provided, on or before the

thirtieth (30th) day following such effective date or the conclusion of their orientation period, whichever occurs later.

- (c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to either become members of the Union or cause to be paid to the Union, a service fee equivalent to the amount of regular dues uniformly required of all members, upon the completion of their orientation period.
- (d) Employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership or the service fee referred to above shall be deemed to meet the condition of this Section.
- (e) Employees shall be deemed to have satisfied the requirement of this Section if they are not more than sixty (60) days in arrears in payment of membership dues or the service fee.

Section 4. Dues Check-Off. The City agrees to deduct Union initiation fees and periodic membership dues levied by the Union in accordance with its Constitution and By-Laws, or the alternate service fee, from the pay of any employee who has signed and delivered to the City a written authorization for such deduction on the standard form used by the Union.

- (a) The Union shall furnish and deliver to the City, the authorization forms provided for above, which forms shall comply with the requirements of any State or Federal law applicable hereto.
- (b) Any authorization form which is incomplete or in error will be returned to the Union, and no check-off shall be made by the City until such deficiency is corrected.
- (c) Any dispute as to whether or not an employee properly executed or properly revoked a check-off authorization form shall be reviewed between representatives of the City and the Union. Should this review not satisfactorily dispose of the matter, it may be referred, by the Union or the

City, to Step Three of the grievance procedure hereinafter provided.

- (d) The check-off forms will be signed and otherwise completed outside regular working hours.

A monthly check-off deduction for each employee who has authorized such a deduction will be withheld from each such employee's check if he has sufficient net pay to cover his obligations to the Union for that month (as defined in Section I above).

- (a) The check-off shall cover only such amounts due by the employee to the Union for the month in which the check-off is made.
- (b) If a deduction is made by the City which duplicates a payment already made direct to the Union by an employee, or if a deduction is made which is not in conformity with the Union Constitution and/or By-Laws, the refund to the employee will be made by the Union.

All sums deducted pursuant to the provisions of this Article shall be remitted to the Union at the end of each calendar month along with a listing of deductions by employee.

- (a) Together with its remittance, the City shall submit a list of the employees for whom deductions have been made and the amount of each such deduction per employee.
- (b) If the Union does not give the City written notice within thirty (30) days of receipt of a remittance, that any discrepancy exists between such remittance and the remittance shown due by the Union's records, then the City's remittance shall be deemed correct.

Section 5. Indemnity Provision. The Union agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of Union dues or the

representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been deposited with the Union.

Section 6. Union Activity. The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 7. Union Committee. The CITY agrees to recognize a Union Committee consisting of three (3) stewards and the Local Union President and such representatives of the Council and/or the International as the Union deems necessary. The CITY agrees to meet with the Union Committee for the purpose of collective bargaining and with all or a portion of the Union Committee for special conferences and the processing of grievances as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the Union and the CITY.

Section 8. Union Stewards. The employees covered by this Agreement shall have steward representation as follows:

- One (1) steward Cemetery, Parks
- One (1) steward Sewer, Water, Sewage
Treatment Plant
- One (1) steward Streets

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is

absent.

The local Union President shall also serve as the Chief Steward.

The Union shall keep the CITY'S Director of Public Works currently advised, in writing, of the stewards and alternate stewards and of the departments for which each serves as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the Local Union.

Section 9. Bulletin Boards. The CITY agrees to provide a bulletin board in the Department for the sole use of the Union to post notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE III

MANAGEMENT RIGHTS

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Department of Public Works and its employees are vested solely and exclusively in the City. The CITY shall have the right to discharge and discipline employees, with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the CITY.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or his designated representatives when so delegated by the City Manager.

The City reserves the right to subcontract any bargaining unit work it deems appropriate and is in the best interest of the citizens of the CITY, so long as no employee in the bargaining unit is thereby denied his regular hours of work.

ARTICLE IV

NO STRIKE CLAUSE

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment or work, concerted use of paid leave time, restriction of work. THE CITY AGREES THAT IT WILL NOT LOCKOUT THE EMPLOYEES.

The Union agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the

CITY by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in one of the foregoing respects. If an error occurs in the drafting of a grievance, the Steward will be given until the end of the next working day an opportunity to resubmit a corrected grievance.

Section 2. Verbal Procedure. An employee may first discuss a grievance with his Superintendent and he may request to have his steward present, in which event the Superintendent shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the third (3rd) working day following the last day of discussion of the grievance. The settlement shall be signed by the Superintendent, and a copy of the settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq, no later than the end of the third (3rd) working day following such denial. IF IT IS NOT SO FILED, IT WILL BE DEEMED TO HAVE BEEN WITHDRAWN WITHOUT PREJUDICE.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in Section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Superintendent in the verbal procedure, shall be signed by the employee, his steward or president and presented to the employee's Superintendent, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, FALLING WHICH, AS ABOVE PROVIDED, IT WILL BE DEEMED TO HAVE BEEN WITHDRAWN WITHOUT PREJUDICE.

The Superintendent shall render his written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of

his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward, or, in the regular steward's absence, to his alternate, who shall endorse the Superintendent's copy to indicate receipt and date thereof by the Union of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Local Union President, who shall submit it to the Director of Public Works, no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step One. FAILURE TO SO ADVANCE A GRIEVANCE TO STEP TWO SHALL RESULT IN ITS BEING DEEMED WITHDRAWN WITHOUT PREJUDICE.

After investigation of the grievance, and discussion of it with the Local Union President, if the President so requests, but in any event, no later than the end of the fifth (5th) working day following receipt of the grievance, the Director of Public Works shall give his written disposition of the grievance to the Local Union President who shall endorse the Director's copy to indicate receipt and date thereof of such disposition.

The employer's Step Two answer shall include a statement of the employer's position and judgment in the matter, with reference to the paragraph(s), of the contract relied upon in reaching such a disposition.

Step Three. If the grievance disposition given in Step

Two is not considered satisfactory, the grievance may be filed in Step Three by the Local Union President who shall submit it to the City Manager. IF THE GRIEVANCE IS NOT SO SUBMITTED IN STEP THREE BY THE END OF THE FIFTH (5TH) WORKING DAY FOLLOWING ITS DISPOSITION IN STEP TWO, IT SHALL BE DEEMED TO HAVE BEEN WITHDRAWN WITHOUT PREJUDICE.

As promptly as possible after filing of a grievance in Step Three, but no later than ten (10) working days after it is so filed, it shall be considered by the City Manager or his designated representative (who may have present the Superintendent involved and/or the Director of Public Works). The Union will be represented by the Union President or his designated representative, the involved department steward and/or at the Union's discretion, the Union staff representative.

A written disposition of the grievance shall be given by the City Manager to the Local Union President no later than the end of the fifth (5th) working day following such meeting. This answer shall include a statement of the City's position and judgment in the matter and reference to the paragraph(s) of the contract relied upon in reaching such disposition.

Step Four. If the grievance disposition submitted to the Union in Step Three is unsatisfactory, and the Union desires to go to arbitration, it may do so provided it

makes a written request to the American Arbitration Association to submit a panel of arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within fifteen (15) working days after receipt of the Step Three answer and the following rules shall apply.

- (a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (b) The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
- (c) Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.
- (d) It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
- (e) The charges of the arbitrator for his fee and expense shall be shared equally by the City and the Union.
- (f) The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.
- (g) The arbitrator's decision shall be final and binding upon the parties.

Section 4. Grievance Procedure - General. It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

IF THE CITY'S REPRESENTATIVE IN STEP ONE, IN STEP TWO, OR IN THE FIRST MEETING IN STEP THREE, FAILS TO ANSWER A GRIEVANCE WITHIN ANY TIME LIMIT SET FORTH FOR HIM HEREIN, THE GRIEVANCE SHALL BE AUTOMATICALLY ADVANCED TO THE NEXT STEP.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, a steward (in his capacity as such or as a member of the Employee's Committee) shall be paid at his regular straight-time rate, for those hours during which he would otherwise have been at work for the City. Such investigation or discussion shall be performed without undue loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his Superintendent or turning his work over to a replacement who shall be provided by the Superintendent as promptly as is practical under the circumstances.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-

employment, or unemployment compensation.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1. City Rights. A representative of the City may discipline an employee for just cause, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay whatever compensation to the employee, as is decided is fair under the grievance procedure. Said compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 5. Personnel File. The employee shall have the right to review his attendance record and the record of disciplinary action in his personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of

disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his file.

Section 6. Union Representation. If an employee is to be disciplined, the Supervisor will inform the employee of this and offer the employee the opportunity to have a steward present during the meeting. If the employee refuses a steward, he will so state in a signed, written statement, a copy of which shall be submitted to the appropriate steward.

ARTICLE VII

SENIORITY

Section 1. Seniority Defined. Seniority is defined as an employee's length of continuous, full-time employment with the City since his last date of hire, where the employee has successfully completed his orientation period as hereinafter provided. "Last date of hire" means the date upon which an employee first reported as a regular full-time employee since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds.

- (a) Leaves of absence without pay in excess of thirty (30) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation employees until they have actually worked for the City for six (6) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide

an opportunity for the City to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the orientation period, the employee has no seniority status and may be terminated in the sole discretion of the City without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his orientation period, the employee's name shall be added to the seniority list as of his last date of hire.

Orientation employees, in accord with City policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. A orientation employee shall receive credits toward his vacation, sick leave and longevity pay during his orientation period which vest only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

If an employee is laid off during his orientation period and is returned to work by the City and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his orientation period. If he completes a total of six (6) months of work within a one (1) year period, he is deemed to have completed his orientation period.

The City has no obligation to re-employ an employee who is laid off or discharged during his orientation period.

Section 3. Job Transfer. If an employee is transferred to a position with the City which is not included in the unit covered hereby and he is thereafter transferred again to a position

within such unit, he is deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 4. Seniority List. The City will maintain an up-to-date seniority list by departments. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their orientation periods shall be listed on the seniority list in order of their last date of hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their position on the seniority list shall be determined by the higher number of the last four (4) digits in their Social Security number.

Section 5. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee is:

- (a) discharged for just cause, or
- (b) retires under the City's Retirement Plan, or
- (c) quits, or
- (d) is laid off for a period of one (1) year, or
- (e) is on sick leave of absence for a period of one (1) year unless, prior to the expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his sick leave (or, thereafter, an even further extension) in which case he shall not lose seniority until the expiration of his last extension of leave or a total of two (2) years on sick leave, whichever shall

- first occur, or
- (f) accepts employment elsewhere while on leave of absence (other than military service or Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence, or
 - (g) fails to report for work at his designated starting time on his first work day after expiration of a leave of absence, or
 - (h) fails to report for work upon being recalled from a layoff within three (3) working days after he is notified to do so by certified or registered mail sent to his address on record with the City, or
 - (i) absence from work without permission, for three (3) successive scheduled workdays.

Section 6. Exceptions to the above General Rules. An employee whose name is removed from the seniority list for any of the reasons "(b) through (i)" above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situations (g), (h), or (i) and his failure to report or his absence from work is on account of illness or injury or other serious reasons beyond his control, he may retain his seniority if he has notified the Director of Public Works or the superintendent of his department of such reasons by certified or registered mail before the expiration of his leave in the case of (g) or before the expiration of the three (3) day period in the case of (h) or before the end of his scheduled shift on the third (3rd) working day in the case of (i).

It is recognized that the City may require substantiation of the reason given by an employee under which he claims an exception as above. If the reason is not substantiated upon such

request to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the City's determination to grievance procedure hereinafter provided.

Section 7. Application of Seniority. Seniority shall be one consideration in job transfers, lay-offs and recalls within the bargaining unit. As between employees with relatively equal ability (to be determined by the City), seniority will be the governing factor. In the event the senior employee is not given preference, he shall be given the written reason therefor. If the employee disagrees, it will be subject to the grievance procedure.

Section 8. Super Seniority. Notwithstanding their position on the seniority list, the President of the Local Union, in the event of a lay-off shall be continued at work so long as there is a job in the bargaining unit for which he has the ability to perform.

Notwithstanding their position on the seniority list, during the period of their appointment, department stewards, in the event of a lay-off, shall be continued at work so long as there is a job in their department for which they have the ability to perform, and shall be recalled to work following a lay-off on the first open job for which they have the ability to perform. It is understood and agreed that department stewards shall be retained in the department and on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on

another shift and/or department and there are no other employees available who can perform such functions on such other shift and/or department.

ARTICLE VIII

LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures. Orientation employees shall be laid off first in the affected classification within a division. Thereafter, employees shall be laid off in reverse order of seniority in the affected classification within the division.

Seniority employees laid off as provided above may bump by the following procedure. The employee may bump the less senior employee in an equal or lower classification within their division; however, if there are no employees in the division in an equal classification the employee can bump, he will be allowed to bump into other divisions if he has the seniority to do so before bumping to a lower classification. In exercising bumping rights, an employee shall be deemed to be qualified if after a ten (10) working-day training period, he can satisfactorily perform the required work.

Employees who are to be laid off will be given as much advance notice of lay-off as possible under the circumstances. In the event of an extended (i.e., 2 weeks or more) layoff of an employee, the City will give a minimum of seven (7) days advance notice.

Section 2. Recall. Employees will be recalled by seniority, providing the employee can perform the available work within a ten (10) work-day training period.

- (a) Temporary and/or seasonal employees will not be used during the time of lay-off or while members of the bargaining unit are working reduced hours unless those employees on layoff have been offered employment and refused it.

ARTICLE IX

PROMOTIONS AND ASSIGNMENT

Section 1. New Jobs. If, during the life of this Agreement, a new job classification is created, the City shall establish the job duties and the rate of pay range applicable thereto and shall promptly notify the Union of its decision.

The classification and rate so assigned by the City shall become permanent at the end of ten (10) working days after such notice is given to the Local Union President unless the Union protests the rate. If the Union believes the rate set for the job is out of line in relation to the job classifications and rate ranges covered by this Agreement, the Local Union President shall request in writing, within five (5) days after the Union has been notified of the rate assigned by the City, that a meeting be held between the President and the Director of Public Works for the purpose of discussing the adequacy of the rate for the job.

If the President so requests such discussions, the Local Union President and the Director of Public Works shall each expend their best efforts to conclude such discussions in a mutually satisfactory manner within five (5) working days following the

President's request. If they are unable to do so within such period, the matter shall be referred to Step Three of the grievance procedure.

If the rate of pay on such a new job, either through informal discussion or the grievance procedure, is settled higher than the rate which the City originally assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the City and the Union.

Section 2. Job Posting. A position within a division will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the City determines that it is to be filled, it shall be posted in each of the five (5) divisions hereof, for a period of five (5) full working days. SUCH POSTING SHALL CONTAIN THE DIVISION IN WHICH THE VACANCY OCCURS, THE JOB CLASSIFICATION, WAGE RATE AND SHIFT.

During the period of the posting of a job, an employee may bid for it by making proper application in the City's Personnel Department for the vacant position.

* Section 3. Promotions. When and if the City creates a permanent new job classification or a present position becomes vacant, the City shall establish responsibilities thereof, set the qualifications and rate of pay therefor and advise the Union.

Bidders in the particular division of the Department of Public Works in which the job is open shall first be considered by the City, based on the following criteria:

- (a) Ability to perform the work as required;
- (b) Previous work record which includes attendance and adherence to job performance work standards;
- (c) Physical ability to perform the required work with no restrictions.

Between employees with relatively equal ability to perform the work available, as determined by the City, seniority will be the governing factor, subject to the grievance procedure.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for another posted job until he has served on the job obtained by bidding for one (1) year thereafter. However, if the job for which he desires to again bid is a higher paying job than the job he successfully bid for, he shall be eligible to bid after working thirty (30) days on the job.

Should the City not fill the job from within the particular division in which the job is open, the bids of employees in other divisions in the Department of Public Works shall next be considered by the City in accordance with the provisions of this Article.

If an open job is not filled through the methods above provided, the City may hire from outside the unit.

Section 4. Job Performance. During the first ninety (90) work days in his new job, a successful bidder may elect to

return to his former job, if he so desires, or the City may at its option, transfer him back to his former job.

A written performance evaluation shall be completed by the Superintendent for all newly transferred employees. This performance evaluation shall detail the employee's performance to date in the new job classification. Evaluation of an employee shall be made at the end of thirty (30), sixty (60) and eighty (80) days, with a copy to the employee and shall include the Superintendent's recommendation concerning the employee's potential for satisfactory performance in the new job classification. An unsatisfactory evaluation at the end of 90 days may cause the employee to be returned to his/her former job. If the job is vacated during such period, the City may select the next senior employee most qualified for the job who bid thereon or it may re-post the job.

Section 5. Temporary Job Assignment. The City has the right to temporarily assign employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The City shall also have the right to temporarily assign employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed three (3) months. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire

any permanent title or right to the job to which he is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works in excess of one (1) hour, but less than eight (8) hours, should be paid a premium of 20¢ per hour provided it is a higher job classification. If an employee works eight (8) consecutive working hours on the job they shall receive the rate of pay, to which he is assigned or his regular rate of pay, whichever is higher, for the time spent on said job each time he is assigned thereto, and all hours thereafter until he is removed from said job. The City agrees not to abuse this provision for the purpose of avoiding payment at the higher rate of pay.

ARTICLE X

HOURS

Section 1. The Regular Work Week. The regular work week of employees covered hereby shall be forty (40) hours, which occur between 12:01 A.M. on Sunday and 12:00 midnight the following Saturday.

The regular work day will be eight and one-half (8½) hours per day, which includes the one-half (½) hour unpaid lunch period, which occur in the twenty-four (24) hours beginning at midnight and ending at 11:59 P.M. each day.

HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONSTITUTE, OR GUARANTEE EIGHT (8) HOURS OF WORK OR PAY PER DAY OR FORTY (40) HOURS OF WORK OR PAY PER WEEK.

The regular day shift hours shall be from 8:00 a.m. to 4:30 p.m. A regular shift shall include a one-half (½) hour unpaid lunch period. The City shall retain the authority to change the work schedules of isolated job classifications when such change is issued at least twenty-four (24) hours in advance of the scheduled starting time.

However, Sewage Treatment Plant employees shall work an average of forty (40) hours per week according to a shift schedule of daily work. This schedule shall be posted on the bulletin board in the Sewage Treatment Plant. In the case of sewage treatment plant employees the regular or normal day's first shift or day shift hours shall be 7:00 a.m. to 3:00 p.m. which includes one-half (½) hour paid lunch period, providing the employees do not leave the sewage treatment plant compound.

A deviation for all employees within a division from the normal day shift due to seasonal weather conditions or a change of the standard of time, between October 1 and May 1, may be a shift starting not earlier than 6:30 a.m. or later than 8:30 a.m., provided, seven (7) calendar days notice is given in advance thereof.

All employees will be ready to receive their work assignments at their assigned starting time.

The City shall have the right to install time clocks at any time during the life of this Agreement and to require employees to punch in on a time clock at the start of their work day, and out at the end of their work day and at any time they leave their

assigned work station.

Section 2. Week-End Work Shift. The City reserves the right to establish a week-end work shift. Employees may volunteer to work on Saturday and/or Sunday as part of their regular forty (40) hour work week. However, in the event an insufficient number of employees volunteer to change their work week to include Saturday and/or Sunday as part of their regular forty (40) hour work week, then the following procedure shall apply in the Water and Parks Department only.

1. The City shall have the right to require seasonal employees to work on Saturday and/or Sunday as part of their regular forty (40) hour work week.
2. The City shall have the right to hire part-time employees for Saturday/Sunday work, whose rates of pay and fringe benefits shall be negotiated if the employer elects this option.
3. The City may elect to require one (1) regular employee in the Water Department and one (1) regular employee in the Parks Department to work on Saturday and/or Sunday as part of the regular work week, such employee to be selected in accordance with inverse seniority as the junior employee in the Department.
4. Employees working Saturday and/or Sunday in the Parks Department shall work a maximum of three (3) hours at time and one half, the need for such work to be determined by the superintendent. Such work shall be assigned in the following manner: first opportunity shall go to the Parks foreman, then by seniority, thereafter on the said established rotation.

Any employee so selected or required to work on Sunday shall not be scheduled for more than four (4) hours in order that the employee may participate in religious services if he or she so chooses.

The foregoing provisions shall not be applied so as to deprive the Water Department employee of his/her customary overtime work per year as of the date of the execution of this Agreement.

Employees so required to work on Saturday and/or Sunday shall receive bonus pay as follows:

1. Twenty (20¢) cents per hour for all hours worked during such weeks when the employee is regularly scheduled for and works either Saturday or Sunday (but not both), or
2. Thirty (30¢) cents per hour for all hours worked during such week when the employee is regularly scheduled for and works both Saturday and Sunday.

None of the foregoing provisions shall apply to Sewage Treatment Plant employees who are governed by Section 1 of this Article.

Section 3. Break Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight (8) hour shift wherever they may be at the time they desire to take their break.

It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time. Both parties hereto recognize that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's supervisor

has the right to determine when a break period may be taken.

Section 4. Overtime. Except on seven (7) day operations, an employee shall be paid at one and one-half (1½) times his regular hourly rate for all authorized work performed in excess of eight (8) hours per day and for work performed on Saturday and Sunday as such, provided the employee has worked forty (40) hours during that week.

On seven (7) day operations (i.e., Sewage Treatment Plant) time and one-half will be paid for the average hours worked in excess of forty (40) hours for each week of a two-week pay period.

Section 5. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees of the Department of Public Works to work overtime, either scheduled or emergency call-in. Department of Public Works employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances.

- (a) Prior to October 1 of each year, the City will post a bulletin for each job classification within the Street Division and employees may indicate their desire to be called for overtime work in their classification. Employees who sign this voluntary overtime posting shall be placed on a voluntary overtime list. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign the voluntary list shall have no right to work overtime under this subsection unless the required manpower cannot be obtained from the voluntary list.

In obtaining workers for overtime work, within the Street Division, the City will call the volunteer

list in rotation. If on a given occasion an employee who is next in rotation on the overtime list is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity, but in no case shall he be paid for work not performed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report-in for work.

- b) Employees who sign the volunteer overtime list and who refuse or fail to report for said overtime when contacted more than two (2) times shall have their name removed from the list. Employees who sign the voluntary overtime list and are unavailable to report for said overtime because they cannot be reached for more than four (4) times shall have their name removed from the list.

An employee who has placed his name on the volunteer list may remove his name from said list, however, he/she shall be ineligible to replace his/her names on the list until the next posting period.

- c) In the absence of the Superintendent, the foreman of the other respective divisions within the Department of Public Works will be called on overtime first. A determination by the foreman of whether additional help is needed to do the job shall be made. If he determines that additional help is needed, he shall call out the employees within their division first by rotation and then the foreman of another division shall be called who will then call in additional employees, if necessary.

Section 6. Computation of Overtime. The regular rate as set forth in Appendix A will be used as the basic rate in the computation of overtime.

ARTICLE XI

WAGES

Section 1. Classification. The job classifications, rate ranges, and incremental steps applicable thereto are set forth

in Appendix A attached hereto and by this reference made a part hereof. Wages and all other benefits are limited to employees on the payroll on the date of ratification or signing of this Agreement.

Section 2. Work Requirement. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required to render a fair day's work for the City.

Section 3. Pay Period. Normal pay period commences at 12:01 on Sunday of each week of the year.

Section 4. Shift Premium. An employee who works the second shift is entitled to a paid shift premium of fifteen (15¢) cents per hour. An employee who works the third shift is entitled to a paid shift premium of twenty (20¢) cents per hour.

Section 5. Call-in Pay. An employee who is called in to work outside of his scheduled working hours shall be guaranteed enough work to give him two (2) hours at one and one-half ($1\frac{1}{2}$) times his regular straight time hourly rate of pay. This provision does not apply to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time.

Call-in pay hours are separate and distinct from over time hours and will be paid at the rate of time and one-half ($\frac{1}{2}$) times the employee's regular straight time hourly rate regardless of the number of other hours worked in that day or that week. Hours worked in addition to the minimum guaranteed call-in hours

shall be considered to be overtime hours.

Employees called in one hour or less just before their regular starting time shall be guaranteed enough work or pay to give them a minimum of one (1) hour pay at time and one-half their regular straight time hourly rate of pay.

Section 6. Report-In Pay. An employee permitted to come to work without having been notified that work on his regular job is not available may, at the City's option, either be sent home or be put to work on any job to which the City may assign him.

An employee who is put to work shall be assured enough work to give him a minimum of three (3) hours pay at his regular straight-time hourly rate. If he is offered work and declines the offer, the City shall have no liability to him for any amount of report-in pay. If he is sent home by the City, it will pay him three (3) hours pay at his regular straight-time hourly rate, as report-in pay.

The City shall have no liability for report-in pay for an employee, or responsibility to offer him work, who was absent when notice of lack of regular work was given to the employee, notice was sent to his last-known address, or the employee has no telephone and/or was not reasonably available to receive said notice.

Report-in pay shall not be due when the employee is not able to work because of major reasons beyond the control of the City.

ARTICLE XII

FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of continuous service with the City, and who as of the first day of December are still employed by the City, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the basis of Twenty-five (\$25.00) Dollars for each full year of continuous service completed on or before the first day of December in the calendar year in which payment is made, up to a maximum of Six Hundred (\$600.00) Dollars.

Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro-rata share will be equal to the fraction of the year during which they were employed prior to retirement.

Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as payment to a retired employee.

Section 2. Retirement.

An employee's normal retirement age shall be in accordance with applicable federal and state regulations.

An employee is covered by Social Security for which, as required by Federal law, a deduction is made from his pay and such amount deducted is matched by a payment made by the City.

*Should not
particulars
in next contract*

Section 3. Insurance.

- (a) Medical Insurance. The City will provide and pay the cost of a medical, surgical and hospitalization plan with co-pay prescription rider, for all regular full-time employees including spouses and dependent children until said children reach their nineteenth (19th) birthday. The coverage shall be comparable or equivalent level of group health insurance as it existed immediately prior to the execution of this agreement. Beginning in the second year of this contract the City will provide an M-L rider to its existing policy at City expense.

The City also agrees to provide and pay the full cost of a dental rider. Beginning in the third year of the contract an orthodontist rider will be added at the sole expense of the City. *→ Remove wording in next contract, should not have been in this one!!*

In the event of a non-work related injury to an employee with resulting incapacity to work, the City will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick leave or for a period of two months during said disability, whichever period is greater.

The City agrees to provide for the continued premium payments of the medical insurance for one (1) year from the date of any work-incurred injury or to the contract termination date, whichever occurs first.

- (b) Life Insurance. As promptly as is practicable, after the effective date of this Agreement, the City will provide, at its sole cost, life insurance coverage in the amount of Twelve Thousand (\$12,000.00) Dollars for each employee covered hereby who is eligible therefor under the standard rules of the insurance carrier selected by the City.
- (c) Worker's Compensation. Pursuant to Michigan law, the City provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby. In addition, if the employee desires, the City agrees to make up the difference between the allowance under the Workers' Compensation Law and the employee's regular salary, said difference to be deducted from the employee's accumulated sick leave on a pro-rata basis.
- (d) Unemployment Insurance. The City agrees to participate in the unemployment compensation program

administered by the State of Michigan. Employees of the City who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from City employment.

In the event an employee is laid off, the City agrees to continue its contribution toward the cost of hospital-medical-surgical insurance and life insurance until the end of the second full month following the date the employee is given notice of the layoff as provided in Article VIII.

Section 4. Uniforms. The City shall provide at its cost, five (5) pants and five (5) shirts, a work jacket and a raincoat for each new employee after completion of the orientation period. If the employee so requests, one set of cover-alls may be substituted for one set of shirt and pants. The jackets will be selected by the Director of Public Works. The City shall replace said clothing items as they become worn out, ruined, or their appearance is such that replacement is desirable, as may be determined by the Superintendent. However, in no instance may the issue be more than five (5) shirts, five (5) pants, one (1) work jacket, and one (1) raincoat in the course of a year.

It is understood and agreed that the City has the right to require the wearing of clothing provided by it during hours of work.

Employees shall be responsible for cleaning the pants and shirts. Employees shall be responsible for repairing any minor damage to the clothing provided by the City, and the City will reimburse the employee for cost of repairs over Five (\$5.00)

Dollars, but employees shall not be charged for clothing that must be replaced unless caused by neglect. Also, uniforms, jackets and other equipment assigned to an employee should be returned to the City when an employee is separated from City service. Should said clothing and equipment not be turned in when an employee leaves the employment of the City, the City shall deduct from the employee's last paycheck the full amount of replacement of these items.

Section 5. Education Bonus. The City will reward employees during the life of this Agreement, who complete their high school education. A diploma or G.E.D. certificate has to be shown as proof of completion so that the employee will be entitled to a one-time bonus of \$100.00.

Also, employees will be reimbursed one-half of the tuition cost for successful completion of a training school that is directly job-related, if attendance at said training school course is approved by the City before the employee begins said course.

ARTICLE XIII

LEAVE TIME

Section 1. Holiday Pay. Employees will be paid at straight time hourly rates for scheduled work time lost due to the observance of the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day and

New Year's Eve.

Should a holiday fall on a Saturday, Friday will be considered as the holiday (excluding those situations where the employee is regularly scheduled to work on Saturday). Should a holiday fall on a Sunday, Monday will be considered as the holiday.

In order to be eligible to receive holiday pay an employee must work the full period of his scheduled work hours on the last work day before a full holiday and on the first work day after such full holiday unless he receives permission in advance to be absent.

The foregoing shall not apply to any absences caused by vacation, leaves of absence or layoffs, which commence within seven (7) days of the holiday.

An employee scheduled to work on a holiday who fails to report for and perform such work without a reason acceptable to the City shall not receive holiday pay.

An employee not regularly scheduled to work on a holiday and who is called-in pursuant to Section 4 of Article XI on a day celebrated as a holiday shall be paid for each hour worked at twice his regular rate plus holiday pay. If an employee is regularly scheduled to work, he shall receive holiday pay for his work without pyramiding the regular overtime premiums.

Section 2. Vacation Pay. On each anniversary of his seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

<u>Seniority</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
1-6 years	2 weeks	80 Hours
7-14 years	3 weeks	120 Hours
15 years or more	4 weeks	160 Hours

An eligible employee may take his vacation at any time during the year in which he is eligible for vacation. Requests for vacation periods should be made between January 1 and April 1 of each year. The City will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his mind and requests a different time for vacation than originally requested, his request shall receive consideration.

If two (2) or more employees, before April 1st, request permission to take their vacations at the same time and both cannot be spared from work at the same time, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1st of any year, preference shall be given in order of receipt by the City of the written requests for vacation time off.

Payment in lieu of a vacation period will not be made unless the employee has given up the vacation period, at the City's request to avoid impairment of unusual operations. Normally, vacation periods will not be accumulated from one year to the next, except for unusual conditions or situations as determined by the City Manager.

Earned annual vacation must be taken in increments of at least one (1) week unless permission has been obtained from the

Department Head to do otherwise.

If an employee has, at least one (1) week before the starting day of his vacation, turned into the City Clerk a request for vacation pay, (on the form available from the City Clerk), he will receive his vacation pay before his vacation.

An employee who voluntarily separates from the City's service after at least fourteen (14) calendar days advance notice to the Director of Public Works, or who is laid off, shall be paid pro-rata for vacation accumulated through the last full month of his service from his most recent seniority date. In all other instances of separation from the City's service, no pro-rata vacation shall be paid.

Section 3. Military Service Leave. The City and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Force Reserves and/or the National Guard in response to a call to active duty (other than at his own request) will be paid the difference between the amount he receives from military service and the amount he would have received had he worked his scheduled time for the period of his military leave but not to exceed the first ten (10) working days thereof, nor to exceed a total of ten (10) days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the City notice of his call to active duty as promptly as practical, and must provide the City satisfactory evidence of his performance of the military service and his military pay.

Section 4. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for a personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the City's discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The City may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 5. Disability Leave. If an employee is ill or suffers an injury requiring absence from work, he will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extension(s) thereof granted, in the City's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 1 (a) hereof. The City will not unreasonably withhold the granting of such leave.

An employee returning from sick leave of absence may be required by the City to furnish a physician's statement as to his unlimited or unrestricted fitness for the work to which he will be assigned.

Section 6. Union Business Leave. An employee who is elected or appointed to a full-time office in the Union, and which requires a leave of absence shall be granted a leave of absence without pay or benefits for his term of office.

Any other Union business leave of absence shall be granted, without pay, for the period of service to the Union, provided that all of the following have occurred:

- (a) The request is in writing, and
- (b) Submitted by the President of the Union's Council to the City's Director of Public Works, and
- (c) States the general purpose for which Union business leave is requested, and
- (d) The employee can be spared from his work at that time, and
- (e) Not more than one (1) other employee is on such leave, and
- (f) Such leave shall not exceed two (2) calendar weeks in duration, and
- (g) The leave shall be requested sufficiently in advance to permit the City adequate time to cover the work of the employee(s) requesting leave, and
- (h) The leave is not for the purpose of enabling City employees to engage in organizing or picketing activities.

Section 7. Time-Off Pay Increment. After an employee has attained seniority status, he shall accumulate, at the end of

each full calendar month during which he has worked fifteen (15) days or more, credit of one (1) day of time off, with pay, to a maximum total of ninety (90) days of such credit which shall be used only for sick time, as herein provided.

An employee leaving the service of the City through retirement will be paid in one lump sum for a maximum of ninety (90) days of unused accumulated time off days at the rate of one-half ($\frac{1}{2}$) day accumulated credit at his wage rate in effect on the date of his retirement for each day of such accumulated credit. Upon death of an employee, his survivors will be paid in one lump sum for the maximum ninety (90) unused time-off days which then remain to his credit at the rate of one-half ($\frac{1}{2}$) day at his wage rate in effect on the date of death for each day of such accumulated credit.

Section 8. Sick Time with Pay. During the period of absence from work because an employee suffered a noncompensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his paid time-off credit. Sick time with pay is not available for illness or injury suffered by a member of the immediate family, except in a situation whereby it is necessary for the employee to take said family member to a hospital for emergency treatment.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of and gaining approval for expected time off and must promptly make claim

for sick time charge against his paid time-off credit on a form available in the Department. Also, the City may require a medical doctor's statement to support the necessity for more than three (3) separate sick leave absences per year and/or to certify that the employee is physically and/or mentally fit to return to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Section 9. Bereavement Time, With Pay. At the time of the death of a member of his immediate family (grandparent, parent, spouse, child, brother, sister, parent-in-law, child-by-law, stepchild, sister-in-law, brother-in-law, or other family member residing in the same household as the employee to the extent that a Federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household), an employee covered hereby shall be granted three (3) working days funeral leave not to be deducted from the employee's lost time credit leave; provided however, employees so claiming this benefit must have three (3) days of accumulated sick leave unless there have been extenuating circumstances that have made this impossible. The employee shall notify the City of the necessity for a leave before leaving and upon request verification of the relationship and death.

Section 10. Paid Leave. All paid leave, when utilized under the conditions of this agreement shall be considered as days worked except sick days.

ARTICLE XIV

RESIDENCY

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Employees employed in the bargaining unit before the effective date of this contract (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a five (5) mile radius of the City limits.

Employees employed in the bargaining unit before the effective date of this contract who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within the corporate City limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

ARTICLE XV

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees.

Each employee covered hereby, whether on or off the active payroll of the City, must keep the City currently advised of his correct current mailing address and of his correct current telephone number, if any.

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the Director of Public Works and returns such form there, duly completed. The City shall give the employee a receipt for his notice of change of address or of telephone number at the time he turns in such completed form.

In the case of an employee off the City's active payroll, such as on layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Director of Public Works, City Hall, Albion, Michigan.

For notice purposes under this Agreement, the City shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his failure to receive notice caused by his not following the change procedures set forth above.

Section 2. License Requirements. It shall be the responsibility of each employee to meet and retain the qualifications for a license, or any other requirement of the State of Michigan, required for the performance of his job responsibilities. Any license required must be kept valid and up to date to qualify for continuous employment.

Section 3. Effective Agreement. This agreement supercedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this agreement.

Section 4. Separability. If any provision of this agreement be held invalid under the existing legislation, state or federal, the remainder of this agreement shall not be affected thereby.

Section 5. Part-Time Employees. Any part-time employee having at least one (1) year of seniority, who received pay for at least nine hundred forty (940) hours of work during the three hundred and sixty-five (365) day period immediately preceding his most recent seniority anniversary date shall be eligible to receive benefits as provided in Article XIII--Leave Time, of this Agreement excluding bereavement benefit. It being understood that the amount of each said benefit shall be prorated on the basis of the average hours worked per day or per week by the employee during such three hundred sixty-five (365) day period.

Section 6. Special Conferences

- a. Special conferences for important matters will be arranged between the Union President and the City

Manager or his/her designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be important matters which include, but are not limited to, the following issues:

The purpose of evaluating the quality and nature of the uniforms supplied by the City.

Special conferences may be attended by representatives of the AFSCME Council 25 and/or representatives of the International Union.

- b. The Union representatives may meet on the Employer's property for a least one-half hour immediately preceding the conference.
- c. The specific time and date allowed for said meetings shall be arrived at by the mutual agreement of both parties with the understanding that a minimum of two special conferences will be held each year of this agreement.

Section 7. Signing Bonus. After the signing of this agreement, each member of the bargaining unit covered by this contract will receive a one time signing bonus of ten dollars (\$10.00) not be included in employee's base salary.

ARTICLE XVI

DURATION OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from March 27, 1989, until 12:00 midnight March 25, 1992, and for annual periods thereafter unless either party hereto, on or before the ninetieth (90) day prior to the twenty-sixth (26th) day of March, 1992, or prior to the expiration date of any annual extension

thereafter, shall 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 Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the 29th day of JUNE, 1989.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1248

William McNamee Staff

Leroy A. Small

Douglas E. Jones Jr.
Leon J. Brown

Approved by:

Charles A. Robison
Charles A. Robison
Albion City Attorney

CITY OF ALBION, MICHIGAN

Jack H. McGraw

Wilma Baker

Ralph A. Zange

APPENDIX A

CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES

EFFECTIVE March 26, 1990

RATE, PER GRADE-WAGE PLAN

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>START</u>	<u>6 MOS</u>	<u>18 MOS</u>	<u>30 MOS</u>
S.T.P. - Chief Operator	W-10	9.19	9.35	9.47	9.62
S.T.P. - Operator (B)	W-9	9.10	9.22	9.36	9.52
Operator - Heavy Equipment Mechanics	W-9	9.10	9.22	9.36	9.52
Foreman - Water Maintenance	W-9	9.10	9.22	9.36	9.52
Foreman - Street Maintenance	W-9	9.10	9.22	9.36	9.52
Mechanic's Helpers	W-8	8.95	9.11	9.25	9.39
S.T.P. - Operator (C)	W-8	8.95	9.11	9.25	9.39
Cross Connection Inspector - Water	W-7	8.88	9.99	9.17	9.29
S.T.P. - Operator (D)	W-7	8.88	9.99	9.17	9.29
Foreman - Park Maintenance	W-6	8.82	8.94	9.11	9.21
Foreman - Sewer Maintenance	W-6	8.82	8.94	9.11	9.21
Foreman - Cemetery Maintenance	W-6	8.82	8.94	9.11	9.21
Maintenance Man - Water Pump	W-6	8.82	8.94	9.11	9.21
Operator - Light Equipment	W-6	8.82	8.94	9.11	9.21
S.T.P. - Operator	W-6	8.82	8.94	9.11	9.21
Meter Reader - Water	W-5	8.65	8.77	8.90	9.05
Maintenance Man - Cemetery	W-3	8.42	8.56	8.67	8.83
Maintenance Man - Parks	W-3	8.42	8.56	8.67	8.83
Maintenance Man - Sewer	W-3	8.42	8.56	8.67	8.83
Maintenance Man - Street	W-3	8.42	8.56	8.67	8.83
Maintenance Man - Water	W-3	8.42	8.56	8.67	8.83

AGREEMENT

BETWEEN

CITY OF ALBION, MICHIGAN

and

LOCAL 1248, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective March 27, 1986

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