

2966

3/31/2000

**AGREEMENT**

BETWEEN

**CITY OF IONIA**

AND

**CITY OF IONIA**

**CLERICAL EMPLOYEES CHAPTER OF LOCAL UNION 1910**

**MICHIGAN COUNCIL 25, AFSCME AFL-CIO**

EFFECTIVE DATE: APRIL 1, 1995

TERMINATION DATE: MARCH 31, 2000

*Ionian, City of*

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## AGREEMENT

THIS AGREEMENT entered into this 1st day of April, 1995, between the CITY OF IONIA (hereinafter referred to as the "Employer") and the CLERICAL EMPLOYEES CHAPTER OF LOCAL UNION 1910 AND MICHIGAN COUNCIL 25, AFSCME, AFL-CIO (hereinafter collectively referred to as the "Union").

## RECOGNITION

SECTION 1. COLLECTIVE BARGAINING UNIT. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees for the Employer included in the bargaining unit described below:

All Clerical employees of the City of Ionia, excluding elected officials, supervisory and confidential employees as defined by the Michigan Employment Relations Commission.

## SECTION 2. UNION SECURITY.

(a.) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b.) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c.) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

SECTION 3. DUES CHECKOFF.

(a.) During the term of this Agreement, the City agrees to deduct Union membership dues or representation fees uniformly levied from the pay of each employee who executes or has executed the following authorization form:

I hereby request and authorize you to deduct from my earnings, one of the following:

- ( ) An amount established by the Union as monthly dues,  
or
- ( ) An amount equivalent to monthly Union dues, which is established as a "service fee".

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL- CIO, on behalf of Local 1910.

(b.) Check-off deductions under all properly executed authorization forms shall become effective at the time the application is signed by the employee and the monthly amount shall be divided as equally as possible and deducted from the first two (2) pay periods of the month for each month thereafter. The City shall remit such deductions to the designated financial officer of Michigan Council 25, AFSCME, with a list of persons from whom dues have been deducted, within fifteen (15) days following such deductions.

(c.) An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(d.) The Union agrees to hold the City harmless for any and all claims arising out of the deductions for dues as provided herein.

## REPRESENTATION

SECTION 4. UNION COMMITTEE. The Employer hereby agrees to recognize a Union Committee consisting of the Steward and the Unit Chairperson which employees shall have preferably at least one (1) year's seniority. It shall be the function of the Committee to function individually and as a committee in accordance with the procedures established in the grievance procedure. The Union shall notify the Employer in writing of the names of the Committee members in advance of the Employer's recognition.

SECTION 5. ALTERNATES. Alternate Committee persons may be appointed to serve in the absence of the regular Committee members. The Union shall notify the Employer in writing as to the names of the Alternates before the Employer's recognition of such Alternates.

SECTION 6. GOVERNMENTAL RIGHTS. It is understood and hereby agreed that the City reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the City's operations, and its judgement in these respects shall not be subject to challenge. These rights vested in the City include, but are not limited to, those provided by statute or law, along with the right to adopt, modify and amend the budget, to make judgements as to skill and ability, schedule work and amend the budget, to make judgements as to skill and ability, schedule work and classify employees, direct, hire, promote, use outside assistance, layoff employees or increase the size of the work force, transfer, assign, and retain employees in positions within the City consistent with the employee's ability to perform the assigned work, and the City shall also have the right to suspend, discharge for just cause, or take such other disciplinary action necessary to maintain the efficient administration of the City, except as specifically limited by this Agreement.

It is also agreed the City has the right to determine the method, means and personnel, employees or otherwise, by which the business of the City shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the City to the taxpayers thereof consistent with the terms of this Agreement.

The City shall also have the power to make, change and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

## GRIEVANCE PROCEDURE

SECTION 7. DEFINITION OF GRIEVANCE. A grievance shall be defined as a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

SECTION 8. GRIEVANCE PROCEDURE. All grievances shall be processed in the following manner:

(a.) Verbal Procedure. An employee with a complaint shall notify his department head within four (4) working days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his department head. A committee person may be present if requested by the employee. The department will give his answer within two (2) working days. Every effort shall be made to satisfactorily resolve the grievance in this manner.

(b.) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the Verbal Procedure, it shall be reduced to a written grievance, signed by the employee involved, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated. This written grievance shall be submitted to the employee's department head within three (3) working days after the Employer's answer in the Verbal Procedure. Within five (5) working days after the written grievance has been so submitted, a meeting shall be held between the Committee person and the department head or other authorized representative of the City. The employee may be present at this meeting. The employee shall receive the Employer's written answer within five (5) working days after such meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the City Superintendent within five (5) working days following receipt of the Employer's Step 1 answer. Within ten (10) working days after the grievance has been filed with the proper Employer representative, a

meeting shall be held between representatives of the Employer and the Union Committee people or other representatives, if desired. The Union's representatives shall be the Collective Bargaining Committee and other designated representatives. Either party may have non-employee representatives present if desired. If the grievance is not satisfactorily resolved at Step 2, the Union shall receive the Employer's written answer within five (5) working days after such meeting.

SECTION 9. GRIEVANCE RESOLUTION. All resolutions of grievances by department heads must be approved by the City Manager before they are binding upon the City. Any grievance resolution by a department head shall be promptly reduced to writing and presented to the City Manager for approval. If the grievance resolution is not approved by the City Manager in writing ten (10) working days after being presented to him, the grievance shall automatically advance to the next step of the grievance procedure.

SECTION 10. TIME LIMITATIONS. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

SECTION 11. TIME COMPUTATION. In computing days under the grievance procedure, Saturdays, Sundays, and holidays recognized by the Agreement shall be excluded.



SECTION 12. GRIEVANCE FORM. The grievance form shall be mutually agreed upon.

SECTION 13. DISCHARGE GRIEVANCE. A grievance by an employee protesting a discharge or suspension may be initiated at Step 2 of the grievance procedure within three (3) working days after such discharge or suspension occurs.

SECTION 14. DISCIPLINARY NOTICE. The Union shall receive a copy of any written disciplinary notice given to an employee.

## ARBITRATION

SECTION 15. SELECTION OF ARBITRATOR. In the event the Union shall request arbitration of an unresolved grievance within twenty (20) days of the Employer's answer in Step 2 above, the parties may agree upon selection of an arbitrator. If they fail to agree upon an arbitrator, the parties may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall select an arbitrator by alternately striking a name until only one name remains, which name shall be the arbitrator.

SECTION 16. POWERS OF ARBITRATOR. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he shall have no power or authority to add to, amend, alter or modify this Agreement in any respect. The arbitrator shall not have authority to pass upon the Employer's exercise of any of its governmental rights not expressly limited by this Agreement. Any award of the arbitrator shall not be retroactive more than ten (10) days prior to the time the grievance was first submitted in writing.

SECTION 17. ARBITRATOR'S AWARD. The arbitrator's decision shall be final and binding upon the Employer, Union and employees provided, however, either party reserves the right to challenge an arbitrator award if his jurisdiction has been exceeded. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer.

SECTION 18. ARBITRATION HEARINGS. An employee involved in a grievance may be excused from work with pay for actual time lost from work to attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select one representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing after the testimony is completed.

SECTION 19. LOST TIME. The City agrees to pay for reasonable time lost from work by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure and by one Union Officer in attendance at an arbitration hearing. The Union agrees there shall be no abuse of this privilege. Lost time shall be compensated at the employee's straight time rate of pay.

SECTION 20. NO STRIKE PROVISION. The parties to this Agreement mutually recognize the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, or shall there be any concerted failure by them to report for duty or be absent from work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket any of the Employer's premises. The Union further agrees there shall be no strikes, sitdowns, stayins, stoppages of work, or any acts which interfere with the services of the City as long as this Agreement is in force. The City agrees it will not lock out any employees covered by this Agreement during the term of the Agreement.

SECTION 21. NO STRIKE VIOLATION. It is agreed discipline, up to and including discharge, is appropriate for employees who violate the provisions of Section 20.

SECTION 22. DEFINITION OF SENIORITY. Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire. When an employee completes the probationary

period, he shall be entered on the seniority list. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

SECTION 23. PROBATIONARY PERIOD. All new employees shall be considered to be on probation and shall have no seniority for the first sixty (60) days of employment following their first day of work for the Employer. Until an employee has completed the probationary period, he may be laid off or terminated by the Employer at any time, without regard and without recourse to this Agreement.

SECTION 24. LOSS OF SENIORITY. An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

(a.) He quits or is discharged for just cause. Seniority may be reinstated if the discharged employee is reinstated in the grievance procedure.

(b.) He retires.

(c.) He is absent from work for three (3) consecutive working days without notice, unless a satisfactory reason for such absence is given.

(d.) He is absent from work for three (3) consecutive working days without obtaining an authorized leave of absence.

(e.) He fails to return to work at the specified time upon expiration of a leave of absence, vacation or recall from layoff, unless a satisfactory reason for such failure is given.

(f.) He is on layoff status or sick leave for a period of time equal to his seniority at the time such layoff began or twelve (12) months, whichever is less.

(g.) He is on medical leave for a period of time equal to fifteen (15) months or the length of his seniority at the time the sick leave began, whichever is less.

SECTION 25. NON-BARGAINING UNIT POSITIONS. In the event a bargaining unit employee is transferred to a non-bargaining unit position, the employee shall not continue to accumulate seniority while in such non-bargaining unit position. If the City determines to return such employee to a bargaining unit position, the employee shall be credited with his previous seniority.

SECTION 26. TEMPORARY EMPLOYEES. The City may hire temporary employees for periods up to six (6) months. The City and the Union may, by mutual agreement, extend this period, but such extension shall not exceed six (6) months. Temporary employees will be paid in accordance with this contract and will be eligible for holiday pay after sixty (60) days of employment, but will not receive other benefits. Temporary employees will be paid at the entry rate for the classification, unless otherwise mutually agreed. Temporary employees may be used to fill vacancies of a temporary nature, or to meet unusual work situations.

SECTION 27. SENIORITY LIST. The City will maintain a seniority list and update it as changes occur. A copy will be available to the Union.

SECTION 28. GRANT POSITION. Any employee whose employment with the City is funded wholly or partially by state or federal monies may be terminated upon cessation of such state or federal funding. However, if the position held is made a regular budgeted position within four (4) months after funding ceases, the employee who held that position will be given an opportunity to fill that position without loss of seniority.

SECTION 29. LAYOFF. A layoff shall be a reduction in the work force due to lack of work or lack of funds. The Employer agrees to give the Chapter Chairperson and the affected employee concurrent notice of the layoff seven (7) working days prior to the effective date of the layoff. When it becomes necessary to layoff, it shall be by seniority and the following procedure will be followed:

(a.) CETA or other employees funded by state or federal funds will be laid off first.

(b.) Probationary employees will be laid off next.

(c.) Further layoffs will be in inverse order of seniority.

In all cases of layoff, the remaining employees must have the skill and ability to perform the required work.

SECTION 30. RECALL. In the event of recall after a layoff, employees will be recalled according to seniority with the most senior employees on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within three (3) calendar days from the date of receipt of notice of recall, he shall be considered a "quit". In proper cases, exceptions may be made.

SECTION 31. JOB VACANCIES. If there is a vacancy in a bargaining unit job, the City will post a notice of such vacancy for three (3) days. Any employee who wishes to be considered for a permanent transfer to such job may sign the posting. The department head where the vacancy exists and the City Manager will consider the applications and qualifications of the applicants, including skill, ability, and work record. Where qualifications are substantially equal, the employee with the greatest seniority will be awarded the job, provided he is qualified to perform the job. Qualified employees seeking transfer will be placed in an open job before new employees are hired for that job. The above provisions shall not apply in the selection of a Deputy Clerk-Treasurer, if assigned. Employees seeking appointment as a Deputy Clerk-Treasurer will be considered for such position, but the final decision will be made by the Clerk-Treasurer, and the Deputy shall serve at the pleasure of the Clerk-Treasurer. The employee awarded the position will be given a thirty (30) work day trial period in the new position to determine his/her desire to remain in the position and his/her ability to perform in the position. If the employee is unsatisfactory or dissatisfied in the new position, notice and reasons shall be submitted to the employee or employer and the Chapter Chairperson in writing and the employee shall be returned to his/her former position without loss of seniority.

SECTION 32. BREAK PERIODS. Employees may have a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. Break periods may be staggered by the Employer. The Employer will provide a break room on the premises in which breaks may be taken.

SECTION 33. OVERTIME.

(a.) Employees will be paid one and one-half ( 1-1/2) of their straight time hourly rate of pay for all hours worked in excess of eight (8) hours in any day or in excess of forty (40) hours in any week.

(b.) Employees may be allowed compensatory time off, at the overtime premium rate, with mutual agreement. Such compensatory time will be used within two (2) pay periods.

HOLIDAYS

SECTION 34. HOLIDAY SCHEDULE. All employees shall receive one (1) day's pay at their straight time regular rate of pay exclusive of all premium pay for each of the recognized holidays, provided the employee is eligible under the rules established in this Agreement.

|                           |                      |
|---------------------------|----------------------|
| Day before New Year's     | Labor Day            |
| New Year's Day            | Veteran's Day        |
| Good Friday               | Thanksgiving         |
| Memorial Day              | Day before Christmas |
| Independence Day          | Christmas            |
| Day after Thanksgiving    | Employee's Birthday  |
| Personal Floating Holiday |                      |

SECTION 35. HOLIDAY ELIGIBILITY. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a.) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

(b.) The employee must work his hours on the Employer's last regularly scheduled work day before and the first regularly scheduled work day after the holiday, unless otherwise excused by the Employer.

(c.) If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

(d.) If a recognized holiday for which the employee would be otherwise paid falls in the employee's vacation period, the vacation period may be extended one (1) day.

SECTION 36. PERSONAL DAY. The City will give TWO (2) personal days a year to each employee with six (6) months or more seniority, to be used for important personal reasons and will be granted if no overtime is involved as a result. If possible, arrangements will be made one (1) week in advance with the department head, but may be granted with less than one (1) week's notice upon showing of good cause by the employee. Personal days will not be deducted from sick leave or vacation leave.

SECTION 37. VACATION ELIGIBILITY. Full time employees with seniority shall earn vacation leave and pay in accordance with the following schedule:

| <u>YEARS OF SERVICE</u>             | <u>VACATION</u> |
|-------------------------------------|-----------------|
| After one year                      | 80 Hours        |
| After two years through three years | 112 Hours       |
| After four years through five years | 120 Hours       |
| After six years through ten years   | 128 Hours       |

For each additional year's service above ten, employee will be credited with eight (8) additional hours of vacation, up to a maximum of 168 hours. Employees who do not use any sick leave during the year will be eligible for one (1) extra day of pay or eight (8) hours of vacation at his/her option.

In order to be eligible for vacation benefits, an employee must have worked for the City during the immediate year preceding her anniversary date a total of at least 1800 clock hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirements as to hours, she shall receive pro-rated vacation pay on the basis of hours actually worked according to her length of service, provided she works a minimum of 600 hours. For purposes of this Section, hours worked shall include paid holidays, vacation, funeral leave and paid sick days.

SECTION 38. VACATION SCHEDULING. Time off for vacation may be scheduled at any time in the year after the anniversary date upon proper notice as determined by City rules, if in the opinion of the City such time off does not unreasonably interfere with the work of the City.

SECTION 39. PAY ADVANCE. If a payday falls within an employee's vacation period, she may receive her paycheck in advance, provided she makes a written request for such pay by the end of the preceding pay period.

### LEAVES OF ABSENCE

SECTION 40. GENERAL RULES REGARDING LEAVES OF ABSENCE. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment. An employee returning to work from a leave of absence shall be returned to her former classification provided she has sufficient seniority.

SECTION 41. PERSONAL LEAVE OF ABSENCE. The City Manager may for good cause shown, grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of up to thirty (30) additional days may be granted by the City Manager provided a written request is submitted and written approval is issued prior to expiration of the original thirty (30) day period. Leaves of absence shall not be used for the purpose of obtaining or working at other employment.

SECTION 42. MEDICAL LEAVE. Medical leave without pay shall be granted automatically upon application from the employee for illness, injury to maternity subject to the Employer's right to require medical proof of disability. An employee may be on medical leave for a period of not more than fifteen (15) months or the length of her seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended medical leave, proof of continuing disability. In



situations where the employee's physical or mental condition reasonably raises a question as to the employee's capability to perform her job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if reasonable cause is found, require the employee to take a medical leave of absence. The Employer will pay insurance premiums for 60 days while on leave. The employee may continue coverage beyond 60 days at the group rate by reimbursing to the City the cost of the premiums.

SECTION 43. JOB SHARING. Job sharing may be permitted if the City and the employees involved agree to job sharing and the details concerning it.

SECTION 44. MILITARY LEAVE. Any employee with seniority who enters active service of the Armed Forces of the United States for a first period of active service shall receive a leave of absence for the period of such active service. If the employee does not return to work within ninety (90) days following her discharge under honorable conditions, she shall be considered to have voluntarily quit.

SECTION 45. UNION LEAVE. A leave of absence not to exceed two (2) weeks may be granted to any employee to attend conferences or conventions of the Union, provided however, reasonable notice is given to the City and such leave may be scheduled after giving due consideration to personnel requirements.

SECTION 46. JURY DUTY. An employee called for jury duty will be given a leave of absence for the period of such jury duty. For up to thirty (30) days of jury duty, employees shall receive the difference between their jury pay and their regular rate of pay. If an employee is called for jury duty and then released from that duty in any day, she shall promptly report back to her job with the City.

SECTION 47. FUNERAL LEAVE. An employee will be given a three (3) day leave of absence, with pay, in the case of a death in the immediate family. For the purpose of this Section, immediate family is defined as spouse, parents of employee or spouse, grandparents, grandchildren, brother, sister or child of employee or spouse. Additional time off up to three (3) days may be granted, if needed, upon approval of the department head and City Manager.

#### SECTION 48. PAID SICK LEAVE.

(a.) Sick leave with pay shall be credited to all full time employees covered by this Agreement at the rate of one-half (1/2) work day (4-hours) for each two (2) weeks of service and may be accumulated up to a maximum of one hundred twenty (120) days. No paid sick leave time may be taken until after six (6) months of employment.

(b.) Upon termination of employment, the employee will receive sick leave pay at the rate of one-half (1/2) of his/her accumulated sick days, not to exceed 960 hours. An employee/beneficiary who retires or dies during employment will receive 100% of his/her accumulated sick days, with no dollar limit paid.

(c.) Sick leave shall be used only in the case of actual sickness or disability to the employee or members of the employee's household, or to meet dental appointments, take physical exams or other medical appointments.

(d.) On December 1st of any year, each employee may make an election regarding sick days which have been credited during the previous twelve (12) months, but not used. The employees may either continue to accumulate such days, not to exceed the maximum provided above, or may receive one-half (1/2) pay for such days, which days will then be cancelled.

(e.) Any employee who gives a false reason for taking paid sick leave may be subject to discharge.

SECTION 49. WORKER'S COMPENSATION. During any period in which an employee is receiving Worker's Compensation benefits, she may utilize unused sick days to the extent Worker's Compensation benefits and sick pay equal to ONE HUNDRED PERCENT (100%) of her normal weekly pay.

#### SECTION 50. INSURANCE.

(a.) The Employer shall provide at no cost to the employee Blue Cross /Blue Shield Plan C dental coverage.

(b.) The City will pay the cost of hospitalization insurance for all full-time employees and their dependents. Such insurance shall be through either the Priority Health Plan or Blue Cross/Blue Shield Master Medical plan or other equivalent with \$3. drug card. In the event additional equivalent hospitalization plans are offered, the City shall pay the cost of the plan which is lowest in cost. Should an employee desire a different plan, he/she will be responsible for paying the difference in price.

(c.) The City shall provide life insurance coverage in the amount of \$30,000. for each employee.

(d.) An employee who is entitled to health care benefits (i.e. medical, hospital, dental and/or optical) under any employee insurance plan or employee self-insurance plan which provides identical benefits as contained in this Agreement shall not duplicate such benefits through the City. The employee shall receive \$500. to go from family coverage to double coverage; \$1,000. to go from family to single coverage and \$1,500. to drop a family plan on December 1st each year for such elimination. Employees shall have the opportunity to return to the City's health care benefit(s) during any yearly enrollment period.

(e.) Blue Cross/Blue Shield Optical.

(f.) The City shall contribute three percent (3%) per year of the base salary of each employee covered by this Contract to a deferred compensation plan of the employee's choice. Such contribution shall become the employees to use for retirement insurance coverage of whatever use he/she may decide. If an employee leaves the City's service, such monies are the employees to use.

SECTION 51. PENSION. The City shall provide at no cost to the employee Michigan Municipal Employees Retirement System Plan C-1 - New F 55/25 rider. Effective April 1, 1997, the City shall provide at no cost to the employee M.M.E.R.S. Plan B2.

SECTION 52. LONGEVITY. The City will pay a longevity benefit to each employee after completion of two (2) years of service at the following rate:

- |          |                               |                                     |
|----------|-------------------------------|-------------------------------------|
| Step 1.  | 1. After 2 years of service   | -1/2% of base salary of 2nd year    |
| Step 2.  | 2. After 3 years of service   | -1-1/2% of base salary of 3rd year  |
| Step 3.  | 3. After 4 years of service   | -1-1/2% of base salary of 4th year  |
| Step 4.  | 4. After 5 years of service   | -2% of base salary of 5th year      |
| Step 5.  | 5. After 6 years of service   | -2% of base salary of 6th year      |
| Step 6.  | 6. After 7 years of service   | -2% of base salary of 7th year      |
| Step 7.  | 7. After 8 years of service   | -2-1/2% of base salary of 8th year  |
| Step 8.  | 8. After 9 years of service   | -2-1/2% of base salary of 9th year  |
| Step 9.  | 9. After 10 years of service  | -2-1/2% of base salary of 10th year |
| Step 10. | 10. After 11 years of service | -2-1/2% of base salary of 11th year |
| Step 11. | 11. After 12 years of service | -3% of base salary of 12th year     |
| Step 12. | 12. After 13 years of service | -3% of base salary of 13th year     |
| Step 13. | 13. After 14 years of service | -3% of base salary of 14th year     |
| Step 14. | 14. After 15 years of service | -3-1/2% of base salary of 15th year |
| Step 15. | 15. After 16 years of service | -4% of base salary of 16th year     |
| Step 16. | 16. After 20 years of service | -4-1/2% of base salary of 20th year |

Longevity benefits accumulate only for full years of service based on the anniversary date of the employee's date of hire. An employee who has worked two years or more shall receive his/her longevity pay the first of December hereafter. If employment is severed after accumulating longevity, the employee will be paid the longevity he/she had accumulated at the time of termination of employment based on full years of service.

SECTION 53. BULLETIN BOARDS. The City will provide a bulletin board in the City Hall, which may be used by the Union for posting notices pertaining to Union business.

SECTION 54. SPECIAL CONFERENCE. Nothing in this Contract shall prevent the parties, by mutual agreement, from meeting for a Special Conference on matters of mutual concern, but such meeting shall not be used for collective bargaining. Any request for a Special Conference shall be made to the City Manager and shall be accompanied by a suggested agenda for the Conference which agenda must be approved by him before any such conference is held.

SECTION 55. SEPARABILITY CLAUSE. Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement.

SECTION 56. CAPTIONS. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

SECTION 57. GENDER. The masculine or feminine pronoun wherever used in this Agreement shall include the appropriate pronoun for the opposite gender, and the singular pronoun the plural, unless the context clearly requires otherwise.

NEW SECTION 58. BARGAINING UNIT WORK. Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of unforeseen circumstances or to instruct a member of the bargaining unit.

NEW SECTION 59. NEW & REVISED POSTIONS. When a new position is created, the Employer shall notify the Union of the new position and the wage rate established therefor. In the event the Union disagrees with the new position or the rate, the Union shall submit a written request for a meeting for the purpose of negotiating a satisfactory resolution. If no such resolution is reached, the Union may submit the matter to Step 2 of the grievance procedure.

SECTION 60. CLASSIFICATIONS. Clerical staff serving as Assistants to Department Heads (DPW, WWTP and Superintendent) shall be classified as Administrative Secretary/Clerk. If an employee covered by the Contract is assigned as Deputy Clerk, she shall be paid the same rate as the Administrative Secretary/Clerk.

SECTION 61. WAIVER. It is the intent of the parties hereto that the provisions of this Agreement, which supercedes all prior Agreements and understanding, oral and written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be

amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

SECTION 62. DURATION. This Agreement shall remain in force until April 1, 2000, at 12:01 a.m., and thereafter for successive periods of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration, or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

CITY OF IONIA  
CLERICAL EMPLOYEES CHAPTER  
LOCAL 1910 AND  
MICHIGAN COUNCIL 25,  
AFSCME, AFL-CIO

CITY OF IONIA

Patricia Phillips Ann M. Boyd  
Ann M. Boyd \_\_\_\_\_  
\_\_\_\_\_

WAGE AND CLASSIFICATION

ADMINISTRATIVE

ACCOUNTING CLERKS 4/1/95 4/1/96 4/1/97 4/1/98 4/1/99

START \$8.80 \$9.30 \$9.76 \$10.26 \$10.76

6-MONTHS \$11.19 \$11.69 \$12.15 \$12.65 \$13.15

If an employee covered by the Contract is assigned as Deputy Clerk, she shall be paid the same rate as the Secretary-Clerk.

REVISED -

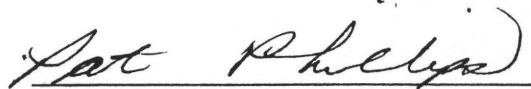
TO: Tom Wieczorek, City Manager  
Pat Phillips, AFSCME Local 1910  
FROM: Susan Lehman, Union Steward  
DATE: July 19, 1994  
  
RE: Union Contract Amendment

Amended to read as follows:

SECTION 50. INSURANCE

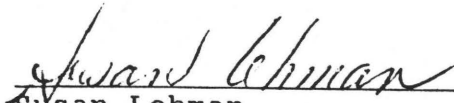
- (d) An employee who is entitled to health care benefits (i.e. medical, hospital, dental and/or optical) under any employee insurance plan or employee self-insurance plan which provides identical benefits as contained in this agreement shall not duplicate such benefits through the city. The employee shall receive \$500 to go from family coverage to double coverage; \$1,000 to go from family to single coverage and \$1,500 to drop a family plan on December 1 each year for such elimination. Employees shall have the opportunity to return to the city's health care benefit(s) during any yearly enrollment period.

  
\_\_\_\_\_  
Tom Wieczorek, City Manager

  
\_\_\_\_\_  
Pat Phillips, AFSCME

  
\_\_\_\_\_  
Gail Gesselman

7-19-94  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan Lehman