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6/2001

MASTER AGREEMENT

BETWEEN

CITY OF IONIA

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

LIBRARY UNIT

*Senior, City of*

APRIL 1, 1996 - 2001

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## AGREEMENT

THAT AGREEMENT, made and entered into this            day of            , 1996, by and between the CITY OF IONIA, a Municipal Corporation, hereinafter referred to as the "CITY" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION".

## PURPOSE AND INTENT

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

## RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby agrees to recognize the Teamsters State, County and Municipal Workers, Local No. 214 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for all the employees employed by the City in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All regular part-time and full-time library employees of the City of Ionia, but excluding all department heads.

Section 1.2 Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the Head Librarian shall be referred to as "Library Director" and the following definitions shall be applicable.

Full-Time Employee. A full-time employee is an employee whose normal schedule of work usually consists of thirty (30) hours per week on a continuous basis.

Regularly Scheduled Employee. A regularly scheduled employee is an employee working in a job classified by the City as permanent whose normal schedule of work usually consists of less than thirty (30) hours per week but more than 20 hours per week on a continuous basis.

Regularly Scheduled Part-time Employee. A regularly scheduled part-time

employee is an employee working in a job classification whose normal work usually consists of less than 20 hours per week on a continuous basis.

Section 1.3 Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

The Employer and the union agree that all infractions or violations of department rules and regulations shall be promptly brought to the attention of the involved employee and shall not be allowed to accumulate without comment, or future action.

## SECTION 2. UNION SECURITY AND CHECKOFF

Section 2.1. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. The union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining set forth in the Agreement without regard to whether or not the employee is a member of the Union. However all employees included in the collective bargaining unit who become members of Teamsters Local 214 shall, as a condition of employment, pay to the Union monthly dues. For present employees, such payments shall commence thirty-one (31) days following the date or on the date of the execution of this Agreement, whichever is later, and for new employees, the payment shall commence thirty-one (31) days following the date of employment. The Union shall advise the City in writing of the amount of its monthly dues and any changes thereafter.

Section 2.2 Union Service Fee. All employees included in the collective bargaining unit who do not become members of Local 214 shall, as a condition of employment, pay to the Union a service fee. For present employees, such payments shall commence thirty-one (31) days following the date or on the date of the execution of this Agreement, whichever is later, and for new employees, the payment shall commence thirty-one (31) days following the date of employment. For purposes of this Agreement, the term "Service Fee" shall be defined to mean an amount to be determined by the Union however it shall never exceed the periodic monthly dues uniformly required of Union members. The Union shall advise the City in writing of the amount of its monthly service fee and any changes thereafter.

Section 2.3 Failure to Pay Service Fee. An employee required to pay the service fee established in Section 3.2 who fails to pay the service fee is subject to discharge. The Union may request the discharge of any employee who is ninety (90) days or more in arrears of payment of the service fee by notifying the City of the Union's intent to require enforcement of Section 3.3. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The City shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the City. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearage within thirty(30) working days of receipt of a copy of notification from the City shall be terminated; provided, however, employee is subject to termination.

Section 2.4 Checkoff.

(a) During the term of this Agreement, the City agrees to deduct service fees, if



applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided the employee has sufficient net earnings to cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) The Union shall notify the City in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

Section 2.5 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 right 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 judgments as to skill and ability, schedule work and amend the budget, to make judgments as to skill and ability, schedule work and classify employees, direct, hire, promote, use outside assistance, mandate training, 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 regulation relating to personnel policies, procedure and working conditions not inconsistent with the express terms of this Agreement.

### **SECTION 3. UNION REPRESENTATION AND ACTIVITIES**

**Section 3.1 Representation.** The City agrees to recognize one Steward selected or elected from employees in the department as indicated herein. The City shall also recognize one (1) alternate Steward who shall service in the absence of the regular steward. The Steward shall act as a Chief Steward and shall receive official communications from the City. The Steward shall have the responsibility to process grievances in accordance with the grievance procedure established in this Agreement.

**Section 3.2 Bargaining Committee.** Collective bargaining by the Union shall be done by a Union Bargaining Committee, with or without the assistance of authorized agents, representatives and/or attorneys. The number of Union members on the Union Bargaining Committee participating in any negotiating session shall normally not exceed one (1). The member of the Union Bargaining Committee shall be paid regular pay for reasonable time lost during regularly scheduled working hours.

**Section 3.3. Union Activities.** All employees and regular members of the Union and the lawful representative of the Union, shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining, or for the mutual aid and protection of the Union and its members, and to express or communicate any lawful view, grievance, complaint, or opinion related to any conditions of employment, from any restraint, interference, coercion, discrimination or reprisal, or the threat thereof, providing the grievance procedure provided herein is followed.

**Section 3.4. Reporting.** When it is necessary for the Steward to be relieved from duty for the purpose of processing a grievance or to meet with representatives of the City, the Steward shall obtain permission from his immediate supervisor and shall report back to his immediate supervisor when returning to work. If it is impractical for the Steward to be relieved when requested, he shall be relieved as early as reasonably possible. Emergency services shall take precedence over grievance administration.

**Section 3.5. Access.** Authorized representatives of the Union shall be permitted to visit the operations of the City for purposes of contract administration. The Union agrees that such Union representatives shall first announce themselves to the Head Librarian or her designee and further agrees that such visits shall not unduly interfere with the operations of the City and the work being performed by its employees.

**Section 3.6. Special Conferences.** Special conferences for important matters may be arranged between the Union and the City or its designated representative upon mutual agreement by both parties. Such meetings shall be between at least two (2) representatives of the Union and the City. Arrangements for special conferences shall

be made in advance, and conferences shall be held at a time mutually agreed upon by both parties.

Section 3.7. Meetings. The Union may be permitted to schedule meetings on City property as long as such meetings are not disruptive of the duties of employees of the department or the efficient operation of the department, and provided further, that prior approval for such meetings is received from the Library Director/Head Librarian.

## **SECTION 4. GRIEVANCE AND ARBITRATION PROCEDURES**

Section 4.1. Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

## SECTION 5. DISCIPLINE, SUSPENSION AND DISCHARGE

Section 5.1. Disciplinary Action. Discipline and discharge shall be for just cause. The Union and the City subscribe to the basic principles on progressive discipline. Grievances concerning suspension or discharge shall be submitted in writing to the City at STEP TWO of the Grievance Procedure with five (5) working days following disciplinary action. The employee shall be advised in writing of the charge that resulted in the suspension or discharge. The discharge or disciplined employee will be allowed to discuss discharge or discipline with a Steward and the City will make available an area where he may do so before she is required to leave the property of the City.

Section 5.2. Grievance Procedure. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure here provided and that there shall at no time be any strikes, tie-ups of equipment, slow downs, walkouts, or any other cessation of work through the use of any method of lockout, every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

All complaints and grievances which an employee in the service may have because of any action affecting his status or conditions of employment shall be handled in the following manner:

**STEP 1. INFORMAL.** An employee with a complaint shall notify his immediate supervisor within seven (7) working days after the occurrence of the events, giving rise to the complaint or from the time the employee shall have reasonable known. The complaint shall be discussed informally between the employee and his immediate supervisor. At the request of the employee, the Steward shall also be present. Every effort will be made to settle the complaint in this manner.

**FORMAL.** If the complaint is not settled informally, the complaint shall be reduced to a formal grievance by completing a grievance form listing the section of the Agreement allegedly violated and signed by the grievant. It shall be submitted to the immediate supervisor promptly but not later than five (5) working days after the meeting with the supervisor in step one. The immediate supervisor shall place his written answer on the grievance form and return it to the grievant within five (5) working days after its receipt.

**STEP 2.** If the disposition of the Immediate Supervisor is not satisfactory, the grievance may be appealed to the City Manager by submitting the written grievance to him within five (5) working days following receipt of the Immediate Supervisor written disposition. Upon appeal to the City Manager, the grievance

shall be processed in the same manner and time as provided in STEP 1. The City Manager shall place his disposition on the grievance form and return it to the Chief Steward within ten (10) working days following the meeting.

Section 5.3. Arbitration Request. The Union may request arbitration of any unresolved grievance by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within ten (10) calendar days following receipt of the City Manager's written disposition in STEP 2 of the grievance procedure or his failure to answer such grievance within the ten (10) day time limit. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the matter or within the time limits established herein, the grievance shall be considered settled on the basis of the last written disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievance.

Section 5.4 Selection of an Arbitrator. If a timely request for arbitration is filed by Union on a grievance which is arbitrable, the parties shall promptly select by mutual agreement one arbitrator shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the City, Union and employees, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of the Agreement, as written, and he shall not add to or subtract from any of such express terms. The fees and expenses of the arbitrator shall be divided equally by the City and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

Section 5.5. Arbitrator's Jurisdiction. The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning only the express provisions of this Agreement. Any back pay award by the arbitrator shall be limited to the amount of wages the employee would have earned, less any amount received by him from employment, self-employment, or unemployment compensation; provided, that earnings from a second job will be considered only to the extent that they exceed the earnings during the time discharged employee was employed by the Employer.

Section 5.6. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limitation procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's

last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement between the City and the Union.

Section 5.7. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

## SECTION 6. SENIORITY

Section 6.1. Definition of Seniority. Seniority shall be defined as the length of continuous service with the City since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which they commenced work for the City in a position within the bargaining unit covered by this Agreement. Seniority shall commence after the employee complies the probationary period hereinafter provided and shall be retroactive to date of hire. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specially recited in this Agreement.

Section 6.2. Seniority List. The seniority list on the date of this Agreement will show the names and job titles of all employees in the unit entitled to seniority. The City will keep the seniority list up to date from time to time and will provide the Local Union Membership with up-to-date copies at least twice a year.

Section 6.3. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

- (a) If the employee quit or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- (c) If the employee is absent from work for three (3) consecutive working days without authorization, unless the employee's absence is for a reason satisfactory to the City.
- (d) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the City.
- (e) If the employee is on layoff status for a period of fifteen (15) consecutive months or the length of the employee's seniority at the time of the disability or workers' compensation leave, whichever is less.
- (f) If the employee is on a disability leave for a period of fifteen (15) consecutive months or the length of the employee's seniority at the time of the disability or workers' compensation leave, whichever is less.
- (g) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason



satisfactory to the Employer.

Section 6.4. Seniority While on Leave of Absence. Employees on City-approved paid leaves of absence shall continue to accrue seniority during the period of their leave of absence (including workmans compensation leave). Employees on City-approved unpaid leaves days shall retain their seniority, but shall not accumulate any additional seniority during the remainder of their leave of absence. The provisions of this Section DO NOT apply to a military training or emergency duty leave of absence or to a worker's compensation leave, provided however, that seniority shall not accrue beyond eighteen (18) months.

Section 6.5. Seniority After Promotion to a Non-bargaining Unit Position. An employee who is promoted to a non-bargaining unit position shall retain all accrued seniority. In the event the City determines to return to the bargaining unit an employee who has been promoted to a non-bargaining unit position, the employee's seniority shall recommence as of the date the employee returns to the bargaining unit, but such employee shall not be returned to the bargaining unit unless a position within the bargaining unit for which they are qualified is currently vacant.

Section 6.6. Super Seniority. The bargaining unit's designated Steward shall head the Seniority List for the purposes of the Layoff procedure of this Agreement. This section shall not be construed to require the City to place the employee into another bargaining unit position in which the employee is not qualified to perform. In the event the Steward is laid off, the Union shall designate an unaffected bargaining unit employee as the new Steward.

## SECTION 7. LAYOFF, BUMPING AND RECALL

Section 7.1. Layoff. The Employer reserves the right to layoff for lack of work or lack of funds or the occurrence of conditions beyond the control of the Employer. The Employer shall determine the type of activities to be curtailed and the classes or positions to be affected. Layoffs shall be by job classification seniority. The least senior employee shall be determined by continuous service in the particular job classification.

Section 7.2. Order of Layoff. The order of layoff shall be:

- A. First, seasonal employees
- B. Second, probationary employees; and
- C. Finally, regular employees.

Section 7.3. Bumping (General). In the event a laid-off employee is the least senior person in the classification affected by the layoff, she may bump the least senior employee in the next lower classification provided the employee has the ability to do the job.

It is understood that in every case of displacement, the displacing employee must have the ability, with only minimal training, to perform the work. Any and all employees displacing another employee due to layoff shall have ten (10) working days within which to demonstrate his ability to perform the work. Failure on the part of the employee to demonstrate his ability to perform the work required will result in being laid off.

Employees bumping into another classification will receive the rate of pay and benefits for that classification. No bumping into a higher classification or rate of pay is permitted. It is understood that the employee will have no choice of assignment, but must displace the least senior appropriate employee.

Section 7.4. Recall. When it is determined by the City to recall laid off employees, recall will be done in inverse order of layoff, on the basis of seniority, in the classification affected by the recall.

In the event of a layoff, an employee so laid-off shall be given two (2) work weeks' notice of recall to work, mailed to the employee's last known address by registered or certified mail. In the event the employee fails to make herself available for work or fails to notify her supervisor at the end of this two (2) week period of good cause for his unavailability, she shall be deemed to have waived her rights to reemployment.

Section 7.5. Address and Telephone Numbers. It shall be the responsibility of each employee to notify the City, in writing, of any change of address or telephone number.

Section 7.6. Miscellaneous. Nothing herein shall be construed in such a way as to preclude negotiations between the City and the Union aimed at avoiding layoffs by exercising such alternatives as shortened workday, work weeks, etc.

## **SECTION 8. JOB TRANSFERS AND VACANCIES**

**Section 8.1. Permanent Job Transfers.** A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive calendar days. The City shall determine in its sole discretion whether a permanent job or vacancy exists and whether it is to be filled. When the City determines to fill a permanent job or vacancy in the bargaining unit, notification of the vacancy shall be placed in a conspicuous place in each building for a period of eight (8) calendar days setting forth the minimum requirements for the position, except for in the case of an emergency. Employees wishing to be considered by the permanent job or vacancy shall make application. In the event the qualification of applicants who meet the minimum qualification for the permanent job or vacancy are equal, as determined by the Employer, the applicant with the greatest seniority shall be awarded the position.

Employees who are transferred to fill a permanent job or Vacancy under this Section shall be required to serve a four (4) week trial period in their new position to determine that they have the ability and skill to perform all the requirements of the position. During the four (4) week trial period, the City may disqualify the employee and remove the employee from the position if the employee's work is unsatisfactory in the position. An employee disqualified from the position by the City shall be returned to his former classification. Notice and reasons for removal shall be submitted to the Union in writing by the Employer with a copy to the employee affected. The matter may then become a proper subject of the grievance procedure.

Temporary jobs or vacancies, including vacancies occasioned by leaves of absence or vacations shall be posted for bid under this section.

**Section 8.2. Temporary Transfers.** The City reserves the right to temporarily transfer an employee to assist in the required work of the City. An employee so transferred shall continue to receive his regular rate of pay, provided however, if the employee works in the higher classification, than he shall receive the higher rate for as long as he continues to work in the transferred classification.

**Section 8.3 Rates for New Jobs.** When a new position is placed in the unit and cannot be placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation. In the event the parties cannot reach an agreement, they may submit the issue to an arbitrator for a binding decision. The arbitrator shall be limited to accepting the last best offer of one of the parties; but shall have no authority to compromise between the respective last best offers. If is agreed that any new pay rate will be retroaction back to the date the position was established by the City.

## SECTION 9. LEAVE OF ABSENCE

Section 9.1. Purposes of Leave. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall be grounds for discipline for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions in this contract.

### Section 9.2. Paid Sick Leave.

- (a) Paid sick leave for full-time employees, will be credited at a rate of two (2) hours per pay period. Such hours shall not be accumulated beyond 960 hours.
- (b) Employees may not accrue paid sick leave until after successfully completing the probationary period.
- (c) Employees who have completed their probationary period may utilize accrued sick leave in the event of illness or injury to a member of employee's immediate family that necessitates the presence of the employee, subject to the same verification procedures for personal illness or injury. For purposes of this section, immediate family shall include the employee's spouse, children, parents and any other member of the family if residing with the employee.
- (d) Recognized holidays falling within a period of paid sick leave use shall be counted as sick days.
- (e) Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first (1st) day must, however, be provided to the satisfaction of the Library Director.
- (f) Sick leave may be used for personal leave by the employee.
- (g) Sick Leave Upon Termination. Upon retirement or death, the Employer agrees to pay the employee or the employee's estate one hundred percent (100%) of all accumulated sick leave, at the employee's regular rate of pay up to a maximum of nine hundred sixty (960) hours. Upon voluntary termination, the Employer agrees to pay the employee fifty percent (50%) of all accumulated sick leave, at the employee's regular rate of pay.

Employees shall not be paid sick leave if they have become injured and/or draw worker's compensation while working on an outside job.

The City and Union agree to study the option of a short and long term disability allowance in lieu of the traditional sick leave plan.

Section 9.3. Disability Leave. An unpaid leave of absence for injury, illness, pregnancy or other disability for a period of not more than twelve (12) weeks will be granted to non-probationary employees with seniority upon written application, subject to the City's right to require medical proof. An extension of this leave may be granted by the City, in its sole discretion, upon written application; provided, however, that an employee may not be on a disability leave for a period of more than eighteen (18) consecutive months. The Employer may request at any time, as a condition of continuance of disability leave of absence, proof of a continuing disability. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. The notice shall be given to the City by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the City's satisfaction that the employee is physically able to perform the employee's job.

Section 9.4. Unpaid Personal Leave. The Employer may in its discretion grant an employee a personal leave of absence without pay or benefits for a period not to exceed thirty (30) days. Requests for a personal leave of absence shall be submitted in writing to the Library Director. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of up to thirty (30) additional days may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Library Director.

Section 9.5. Bereavement Leave. In the event that a death occurs in an employee's immediate family, an employee shall be granted up to three (3) working days of leave in order to enable the employee to attend the funeral and attend to family matters. "Immediate Family" shall mean the employee's spouse, children, step-children, mother, father, step-mother, brother, sister, step-father, step-brother, step-sister, grandparents, grandchildren, aunts, uncles, niece, nephews and spouse's "Immediate Family" members as defined above. In the event that the employee must travel at least one hundred (100) miles to attend the funeral, he may use up to two (2) additional days for travel purposes without loss of pay. Such time shall be deducted from the employees sick, vacation or personal leave days.

Section 9.6. Jury Duty Leave. An employee shall be entitled to leave with pay, less any fees paid exclusive of mileage allowances, for jury service, provided, however, that if the Employer determines that the absence of an employee will materially interfere with the work schedule, the Employer shall have the right to request of the Court that the Employee be excused or have such service rescheduled to a time which does not

conflict with discharge job his responsibilities. If an employee is subpoenaed as an Employer witness, he shall not suffer any loss of pay for work time lost thereby. The employee shall return to his duties whenever his attendance in Court is not actually required.

Section 9.7. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and presentation of proper documentation from the employee's Commanding Officer. Seniority shall accumulate during a military training or emergency duty leave of absence.

Section 9.8. Worker's Compensation Leave. Upon written application, a leave of absence for a period of not more than fifteen (15) months will be granted to employees with seniority who are unable to continue to work at the City because of a work-related injury or diseases for which the employee is entitled to receive benefits under the worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. Extension of the leave may be granted by the City, in its sole discretion, upon written application. During the period of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and supplemented payments in accordance with Section 9.2, and shall continue to receive all insurance benefits. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence proof of a continuing inability to perform work with the City. An employee on a worker's compensation leave shall continue to accrue seniority up to a maximum of eighteen (18) months or the employee's length of service, whichever is less. The Employer agrees to pay the difference between Worker's Compensation and full rate of base pay for six (6) weeks per incident for duty-related injury, except for the first week of such injury in which the Employer will fully reimburse the employee for such time off.

If an employee's absence continues beyond seven (7) days, due to a work-related injury, the City agrees to pay the employee their regular wages pending the receipt by the employee of Workers' Compensation payments. Upon receiving said payments, the employee shall immediately sign over all payment to the City.

## SECTION 10. HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 10.1. Hours of Work. The Head Librarian or her designee, shall continue to schedule employees as has been customary in the recent past.

Section 10.2. Overtime. Overtime shall mean all work to be performed outside of the department's regularly scheduled hours.

Section 10.3. Overtime Premium Pay. Employees shall be paid one and one-half (1 1/2) times their straight time regular hour rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, Sundays will be paid two times the hourly rate of pay.

Section 10.4. Holiday Premium Pay. Holiday premium pay shall be given if employees are scheduled for work on the holidays designated in Section 11.1 only. Holiday pay shall be time and one half (1 1/2) plus the holiday pay (2 1/2).

Section 10.5. Hours Paid. All hours paid, in accordance with this Agreement, shall be considered hours worked for the purpose of computing overtime pay.



## SECTION 11. HOLIDAYS

Section 11.1. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement.

New Year's Day	Thanksgiving Day	
Good Friday	Day after Thanksgiving	Employees Birthday
Memorial Day	Christmas Eve Day	
Independence Day	Christmas Day	1 Personal Day
Labor Day	New Year's Eve Day	

Section 11.2. Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

- (a) The employee must work all scheduled hours on the City's last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave.
- (b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the City during unpaid leaves of absences, layoffs, or on a disciplinary suspension.
- (c) The employee's holiday hours will be based on the daily average number of hours worked the preceding pay period. (For example, if the employee averages 8 hours the prior pay period, they will receive 8 hours; if average is 2 hours, they are paid two hours holiday pay).

Section 11.3. Holiday Celebration. A recognized holiday which falls on a Saturday shall be celebrated on the preceding Friday. A recognized holiday which falls on Sunday shall be celebrated on the following Monday. The birthday holiday shall be celebrated on the date of the employee's birthday, or with the prior approval of the employee's Department Head may be celebrated within thirty (30) calendar days of the date of the employee's birthday. The library will continue the practice of closing on Saturdays for holiday celebrations.

## SECTION 12. VACATION

Section 12.1. Vacation Entitlement. All regularly-scheduled employees earn vacation leave with pay in accordance with the following schedule.

<u>Years of Continuous Service</u>	<u>Time Off</u>
After 1 year but less than 2 years	10 days
After 2 years through 3 years	14 days
After 4 years through 5 years	15 days
After 6 years through 10 years	16 days

For each year of service above 10 years, the employee will be credited with one additional day of vacation up to a maximum of 21 days.

Section 12.2 Vacation Eligibility. Upon the completion of one (1) year of service and satisfactory completion of the probationary period, each full-time employee shall be credited with ten (10) days vacation time.

Section 12.3. Vacation Scheduling. Vacation will be granted by the City as approved by the Department Head. Vacation days will be granted based on available days and the employee requests. Employees are to make written application for vacation leave on the form provided by the City for such purpose in March and September. Final schedules shall then be posted April 1 and October 1. Once an employee has been granted vacation period, no other employee shall bump him/her. Should two or more employees put in for a vacation at the same time for the same days, the senior employee shall be granted the days. Following the acceptance of the posted vacation schedule, vacations shall be granted on a first-come basis.

Section 12.4. Vacation Pay. Vacation pay shall be at the employee's regular straight time rate, exclusive of all premium, in effect at the time the employee takes vacation. Vacation pay will be paid in advance if a prior written request is made not less than fourteen (14) calendar days prior to the first vacation day.

Section 12.5. Benefits on Termination. Employees whose employment relationship with the city ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.

- (b) If an employee resigned from employment.
- (c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff. At the option of the employee, accrued vacation pay may be paid in lump sum payment.
- (d) In the event of the death of an employee, payment for accumulated vacation shall be paid to the employee's estate.

## SECTION 13. INSURANCE

### Section 13.1. Hospitalization Insurance.

(a) The Employer will pay the cost of group health insurance for all "full-time" employees and their dependents. Such insurance shall be through either Priority Health Plan or Blue Cross Blue Shield Master Medical Plan or other equivalent with a drug rider of three dollars (\$3.00)

(b) The Employer provide at no cost to the full-time employees, Blue Cross Blue Shield Plan C Dental Insurance.

(c) Blue Cross Blue Shield Optical Insurance, for full-time employees.

(d) All full-time employees shall receive a \$20,000 group term life insurance policy coverage.

\*Regularly scheduled and part-time employees shall be given the same benefits and rights of Section 13.1 on a pro-rated basis.

### Section 13.2. Other Insurance Coverage

An employee who is entitled to health care benefits (i.e. medical hospital, dental 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 employees shall receive:

- (a) \$500 to go from family coverage to double coverage
- (b) \$1000 to go from family coverage to single coverage
- (c) \$1500 to drop a family plan

on December 1st each year for elimination.

Employees shall have the opportunity to return to the City's health care benefit during any yearly enrollment period.

Section 13.3. Insurance Carrier. The City reserves the right to select the insurance carrier or carriers, or to become self-insured; provided, however, that the benefits provided shall remain substantially comparable. Prior to changing carriers a special conference will be called to discuss the changes.

Section 13.3. Deferred Compensation. The City shall begin contribution of three (3%) percent of the base salary of each library employee covered by this agreement to a deferred compensation plan of the employee's choice (in the fourth year of this agreement..) Such contribution shall become the employee's to use for retirement

insurance coverage of whatever he/she may decide. If an employee leaves the City's service, such monies are the employees to use.

## **SECTION 15. WORKER'S COMPENSATION**

Section 15.1. Coverage. The Employer shall provide Worker's Compensation protection for all employees.

## SECTION 16. PENSION

Section 16.1. Participation. The City shall provide at no cost to the employee MERS retirement Plan B-2 with an F-55/25 rider. Employees must work a minimum of 10 eight (8) hour days per month to be afforded coverage in the city's plan.

Section 16.2. Contribution. The Employer will continue to pay full-time employees' portion of the MERS contribution. All employees who qualify for back years of service will be provided credit for such service.

*See next page*

## SECTION 17. WAGES, LONGEVITY AND CLASSIFICATIONS

Section 17.1. Wages and Classifications. During the term of the Agreement wages and classifications shall be as set forth in Appendix A.

Section 17.2. Longevity. All library employees shall be eligible for longevity pay in accordance with the following:

- |          |   |
|----------|---|
| 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 6h 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% 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 years |

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 accumulated at the time of termination of employment based on full years of service.

The amounts above will be paid the employee no later than the first (1st) pay period in December of each year.



## SECTION 18. MISCELLANEOUS

Section 18.1. Other Conditions of Employment. The employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

It is further agreed that the provisions of the Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

Section 18.2. Bulletin Boards. The City shall provide bulletin board space in the department where official notices of the Union may be posted.

Section 18.3. Coffee Break. The Employer will provide employees with a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minutes break during the second half of their work day, if the employee is required to work in excess of six (6) hours per day. In the event the employee is scheduled to work less than six (6) hours, the Employer will provide the employee with one fifteen (15) minute break period during the first half of her work day. All break periods will be scheduled at a time that is convenient to the work assignment

Section 18.4. Employee Records. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the employee pertaining to a specific grievance, with employee consent, and at the convenience of the Employer.

Section 18.5. Bond. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 18.6. Legal Assistance. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the lawful performance of his duties and responsibilities.

Section 18.7. Subcontracting. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees, if it would cause a layoff of any of its present employees in the bargaining unit.

Section 18.8 Extra Contact Agreements. The Employers agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms of provisions of this Agreement, or which in any way affects wage, hours or working conditions of said employees or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## SECTION 19. NO STRIKE - NO LOCKOUT

Section 19.2. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee-person, stewards, members nor employees covered by this Agreement will for any reason, directly or indirectly, call sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, stay-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the City's operation.

Section 19.2. No Lockout. The City agrees that it will not lock out any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slow-down or other interference by employees of another City, such inability to work shall not be declared a lockout, or a slow-down, or stoppage of work by the employees of the Union.

## **SECTION 20. SEPARABILITY AND SAVINGS CLAUSE**

Section 20.1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provision shall remain in full force and effect.

Section 20.2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

### **DURATION OF AGREEMENT**

THIS AGREEMENT shall remain in full force and effect from 1996 through June, 2001, and thereafter until amended or modified as provided herein.

CITY OF IONIA

TEAMSTERS

WAGE SCHEDULE

	Year 1	Year 2	Year 3	Year 4	Year 5
Clerk I	7.50	7.72	7.95	8.19	8.44
Library Asst I	9.00	9.27	9.54	9.83	10.12
Bldg. Maintenance	10.00	10.30	10.60	10.95	11.25
Library Asst II	10.40	10.71	11.03	11.36	11.70

\* Probationary Employees hired into the classifications will receive .25 less than the amount shown until such time as they complete the probationary period.

?)  
*Starting when*

Attachment A

For purchase of all back years of service in the Michigan Employees Retirement System (MERS), the following individual contributions shall be made by the City :

Kortne Lampman .....	\$3,493.74
Jane Sawtell.....	\$3223.50
Sharon VanEtt.....	\$3203.20
Walt Lyons.....	\$ 271.63

*Rebecca F. [unclear]*