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12/31/98

**A G R E E M E N T**

**Between**

**CITY OF ST. JOSEPH**

**And**

**CITY OF ST. JOSEPH EMPLOYEES' CHAPTER  
AN AFFILIATE OF LOCAL 2757 AND THE  
CERTIFIED COLLECTIVE BARGAINING AGENT  
MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO**

*St. Joseph, City of*

**January 1, 1996**

**to**

**December 31, 1998**

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of May, 1996, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal corporation, hereinafter referred to as the "CITY", and CITY OF ST. JOSEPH EMPLOYEES' CHAPTER AN AFFILIATE OF LOCAL 2757 AND THE CERTIFIED COLLECTIVE BARGAINING AGENT MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION".

### ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, the employees and the UNION.

The parties recognize that the interest of the community and the job security of the employees depend upon the CITY'S ability to continue to provide proper services to the community. To this end, the CITY and the UNION encourage to the fullest degree friendly and cooperative Relations between their respective representatives and among all employees.

### ARTICLE II - RECOGNITION

Section 1 - Recognition: The CITY recognizes the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work and other terms and conditions of employment for all full-time and part-time permanent employees employed in the Public Works and Service Department of the CITY, including the Cemetery Department, Forestry Department, Parks Department, Sanitation Department, Sewer Department, Water Department and Water Filtration Department, but excluding elected officials, the Director of Public Works, department heads, foremen, technical and professional employees and office clerical employees as defined by the Act and all other CITY employees as certified June 29, 1978 by the Michigan Employment relations Commission in case number R78 D-212. When the employee occupying the Dispatcher classification on January 1, 1990 retires, the functions of this job will be transferred to non-bargaining unit personnel.

(a) It is understood and agreed that seasonal employees are not covered by this Agreement, and the CITY shall have the right to hire seasonal employees, provided that it does not result in bargaining unit members being displaced from their regular job classifications. An employee shall not be considered seasonal if his employment exceeds one hundred twenty (120) calendar days during any twelve (12) consecutive month period. The CITY will notify the UNION of the names and starting dates of seasonal employees upon the request of the UNION. Seasonal

employees shall not be utilized on a regular year around basis in order to avoid creating a permanent full-time bargaining unit position. The wage rate for seasonal employees shall not exceed the starting rate for the classification in which the work is being performed. It is agreed that in the event the CITY determines that it is necessary to hire part-time regular employees on a permanent basis to perform bargaining unit work, that the CITY will negotiate with the UNION concerning the wage rates, fringe benefits and other terms and conditions of employment to be applicable to such employees. In the event the parties are unable to reach an agreement, the dispute shall be the proper subject for resolution under the grievance procedure, provided that a grievance is filed starting at the Third Step of the grievance procedure, within thirty (30) calendar days from the date that impasse is declared. The decision of the arbitrator shall be retroactively applied to the date the part-time regular employees were hired on a permanent basis.

(b) Benefits for part-time employees covered by this Agreement will be prorated, based upon the average number of hours per week the employee is scheduled, compared to forty.

Section 2 - Non-Discrimination Clause: The CITY and the UNION agree that for the duration of this Agreement, neither shall unlawfully discriminate against any employee because of race, color, creed, age, sex, nationality, or the exercise of rights protected by the Public Employment Relations Act.

(a) The UNION and the EMPLOYER recognize that the EMPLOYER has a duty under the Americans with Disabilities Act (ADA) not to discriminate against qualified employees or applicants with disabilities, and that "reasonable accommodations" may be necessary for qualified individuals that would not impose an "undue hardship". If presented with a request by a qualified disabled employee or applicant for accommodations under the ADA that would be inconsistent with any provision of this Agreement, the parties will negotiate the requested accommodation. If no agreement is reached, the EMPLOYER may utilize its best judgment and take the action it deems appropriate. The UNION may then exercise its right under applicable law or under the grievance and arbitration provisions of this Agreement. Where the parties and the affected employee agree upon an accommodation, that agreement shall be implemented. The fact that the UNION may agree to an accommodation in a particular case does not relieve the CITY of future obligations to negotiate other accommodation requests.

Section 3 - Union Activity During Working Hours: The UNION agrees that except as specifically provided by the terms and provisions of this Agreement,

### **ARTICLE III - UNION SECURITY AND DUES CHECK-OFF**

**Section 1 - Union Security:** All employees in the bargaining unit shall, as a condition of continued employment, pay to the UNION an amount equal to that paid by other employees in the bargaining unit who are members of the UNION, which shall be limited to an amount of money equal to the UNION'S regular and usual monthly dues. New employees shall commence membership or payment on the first pay period of the month that is at least thirty-one (31) days following the date of employment.

**Section 2 - Dues Check-off:** Upon receipt of a voluntary authorization form signed by an employee covered by this Agreement, the CITY will each month deduct from the employee's pay the amount owed to the UNION by such employee for UNION membership dues or representation fee. Deductions will be made by the CITY from the first pay period of each month. Dues or representation fees deducted by the CITY for any calendar month, will be remitted to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO as soon as possible during the month after the payroll deductions have been made along with a list of the names for whom dues or representations fees were deducted. The UNION agrees to hold the CITY harmless for any legal actions taken pursuant to Sections 1 or 2 in reliance upon written instructions from the UNION.

### **ARTICLE IV - MANAGEMENT RIGHTS**

**Section 1 - Management of Facilities:** It is recognized that except as limited or abrogated by the terms of this Agreement, the management of the CITY, the control of its properties, and the maintenance of order and efficiency are solely the responsibility of the CITY. Rights and responsibilities belonging solely to the CITY include (but are not limited to): the rights to decide the methods and means of providing service; the number, location and type of facilities; the work to be performed; the equipment to be used; the amount of supervision necessary; the scheduling of work; the selection and purchasing of materials; and the right to purchase the service of others.

**Section 2 - Management of Employees:** It is further recognized that the selection and direction of the working forces, including the right to hire, discipline, suspend, discharge for just cause, assign, promote and transfer employees; to lay off and recall employees; to determine the amount of overtime to be worked, to assign work; to establish and require employees to observe the CITY'S rules and regulations, and to maintain discipline and efficiency of employees, is the sole responsibility of the CITY, subject only to the express provisions of this Agreement that may limit the exercise of such rights. Supervisory employees shall continue to perform work to the same extent and under the same conditions as such persons performed such work prior to the execution of this Agreement.

**Section 3 - Retention of Rights:** The CITY hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan and of the United States. The UNION acknowledges that it was given a full opportunity to engage in collective bargaining with the CITY prior to entering into this Agreement, and therefore, hereby specifically waives the right during the term of this Agreement to engage in collective bargaining with the CITY concerning changes in wages, hours or other terms and conditions of employment.

#### **ARTICLE V - NO STRIKE - NO LOCKOUT CLAUSE**

**Section 1 - No Strike:** The UNION agrees that during the life of this Agreement neither the UNION, its agents, nor members of the bargaining unit will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference with the operation of the CITY.

**Section 2 - Strikes by Individuals:** Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or other prohibited activity as outlined in Section 1 may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

**Section 3 - Lockouts:** The CITY agrees that during the life of this Agreement, neither the CITY, its agents nor supervisors will authorize, instigate, aid, condone or engage in a lockout of members of the bargaining unit.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 1 - Definition:** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

##### **Section 2 - Grievance Procedure:**

**FIRST STEP:** If the grievance is not resolved by oral discussion with the grievant's immediate supervisor, the grievance shall be submitted in writing on a form provided by the UNION to the Superintendent of the department involved within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The grievance shall state the facts upon which it is based, when it occurred, the section or sections of the Agreement that has been violated and the relief sought and shall be signed by the employee who is filing the grievance and his steward. The Superintendent will give his written



answer to the grievance within three (3) regularly scheduled working days after the date of receipt of the written grievance. Such answer shall be delivered to the UNION steward for the department.

**SECOND STEP:** When a grievance has not been settled in the First Step, and is to be appealed to the Second Step, the UNION shall notify the Director of Public Works in writing of its desire to appeal within five (5) regularly scheduled working days after receipt of the First Step answer. The Director of Public Works or his designee shall meet with the steward within five (5) regularly scheduled working days after receipt by the Director of Public Works of procedure. Within five (5) regularly scheduled working days of such meeting, the Director of Public Works shall give a written answer to the grievance to the steward or his alternate.

**THIRD STEP:** If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, the UNION shall notify the City Manager in writing within five (5) regularly scheduled working days after the receipt of the Director of Public Works' Second Step answer. If such written request is made, the City Manager or his designee shall meet with the Chapter Chairperson and the steward for the department from which the grievance arose within ten (10) regularly scheduled working days for the purpose of considering the grievance. Such meeting may be attended by a representative from the Michigan Council or International Union and the CITY'S Labor Relations Counsel. The City Manager or his designated representative shall give a written answer to the grievance to the Chapter Chairperson within five (5) days after the date of the meeting.

**FOURTH STEP:** If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided the grieving party delivers to the other party a written notice of intent to arbitrate within thirty (30) calendar days after delivery by the CITY to the UNION of the Third Step answer. To submit the grievance to arbitration, the UNION must also submit a demand for arbitration to the American Arbitration Association within fifteen (15) calendar days of the delivery of the notice of intent to arbitrate to the City Manager. The grievance must be submitted to the American Arbitration Association for resolution in accordance with its labor arbitration rules then in existence, with a copy provided to the other party. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceedings under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses. The Chapter

Chairperson, steward and grievant who participate in the arbitration proceedings of an individual grievance shall suffer no loss of time or pay.

Section 3 - Time Limits: If a grievance is not appealed by the UNION within the time limits specified in the above grievance procedure that grievance shall be considered settled on the basis of the CITY'S last answer. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the grievance procedure, excluding arbitration. The time limits established in the grievance procedure shall be followed by both parties hereto unless the time limits are extended by written agreement. For the purpose of establishing time limits, "regularly scheduled working days" shall mean all days excluding Saturdays, Sundays and days celebrated as holidays under this Agreement.

Section 4 - Step Two and Step Three Meetings: Meetings of the CITY and UNION representatives as provided in Step Two and Step Three shall be scheduled on a mutually convenient date and start at 3:00 p.m., unless otherwise agreed. The UNION'S representative(s) shall not suffer any loss of pay for time lost from regularly scheduled work while attending such meetings. In the event it is decided during a Step Two or Step Three meeting that the grievant shall be present, the grievant shall not suffer a loss of pay for time lost from his regularly scheduled work while attending the meeting.

Section 5 - Grievance Discussions or Investigations: Grievance discussions or investigations, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the steward or Chapter Chairperson shall request to be excused by the Director of Public Works for the purpose of such discussion or investigation and such request shall be granted as soon as practicable. The steward or Chapter Chairperson shall complete his investigation as quickly as possible and in such a manner so as to not unnecessarily interfere with the performance of work in the department.

Section 6 - Grievance Settlements: Settlement of a grievance in any case shall not be made retroactive for a period exceeding five (5) regularly scheduled working days prior to the date the grievance was first presented in writing.

## ARTICLE VII - DISCHARGE AND SUSPENSION

Section 1 - Discharge and Suspension: In the event an employee with seniority shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance signed by the employee with respect thereto is presented to the Director of Public Works, or in his absence, his designated representative, within three (3) regularly scheduled working days after

such discharge or after the start of such suspension not including the day of the discharge or suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure.

(a) In the event of suspension or discharge, the employee shall be allowed, upon request, to have his steward present during the disciplinary meeting and a reasonable amount of time to discuss the matter with his steward before leaving the CITY'S property. The steward shall be paid for time lost from regularly scheduled work while attending such meeting.

Section 2 - Release of Information: It is understood and agreed that when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his authorization of the CITY to reveal to the decision making participants in the grievance procedure, relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claims or liability by reason of such disclosure. The participants in the grievance procedure, including an arbitrator, shall determine the relevancy of an employee's work record and prior discipline.

Section 3 - Compensation: In the event that it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the CITY shall reinstate such employee with full compensation, partial or no compensation, as may be decided under the grievance procedure. Such compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, including step pay increases which would have accrued during the period of the suspension or discharge, less any compensation earned by the employee as a result of such suspension or discharge or any unemployment compensation benefits covering such period.

## ARTICLE VIII - SENIORITY

Section 1 - Definition of Seniority: Seniority shall be defined as an employee's length of continuous service with the CITY since his last hiring date as a full-time permanent employee. "Last hiring date" shall mean the date on which the employee was last hired as a full-time permanent employee and since which he has not quit, retired or been discharged for cause. No time will be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, or layoffs.

Section 2 - Probationary Period: All new employees will be probationary until they have completed sixty (60) days of actual work. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which would qualify him for regular

employee status. During such probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his employment terminated without regard to his relative length of service and without recourse to the grievance procedure. Upon successful completion of the probationary period, the employee shall then have his name added to the seniority list as of the date he was employed.

Section 3 - Seniority List: The names of all bargaining unit employees along with their classification and division who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more such employees have the same last name, the same procedure shall be followed in respect to their first names. An up-to-date seniority list shall be posted during July and January of each year and a copy provided to the Chapter Chairperson and Michigan Council No. 25 within ten (10) days after the posting.

Section 4 - Termination of Seniority: An employee's seniority shall terminate for the following reasons:

- (a) If he quits, retires or is discharged.
- (b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) calendar days after notice of recall or after a written notice by certified mail of such recall is sent to his last address on record with the CITY, whichever occurs first. For good cause, such period may be extended for an additional seven (7) calendar days, provided the employee requests the extension during the initial reporting period.
- (c) If he is absent for two (2) consecutive regularly scheduled working days without notifying his immediate supervisor during such days of a justifiable reason for such absence, unless circumstances beyond the employee's control prevented him from giving such notice.
- (d) If he fails to return to work immediately upon the expiration of a leave of absence or without advance written approval accepts employment elsewhere while on a leave of absence.
- (e) When he has been laid off for a continuous period equal to the amount of his seniority at the start of such layoff or for a period of twenty-four (24) consecutive months, whichever is the lesser amount of time.

**Section 5 - Layoff Procedure:** If it is necessary to reduce the number of employees in the bargaining unit, probationary employees shall be laid off first, provided there are employees with seniority who have the necessary certificates and the present ability to perform the available work. Thereafter, the CITY shall determine the number of employees to be removed from each job classification. Employees with seniority in a job classification shall be removed on the basis of their seniority, i.e. least senior employee being displaced first, provided that the remaining employees have the necessary certificates and the present ability to perform the available work in the classification. Employees removed from a classification may exercise their seniority in any other classification with an equal or lower maximum hourly rate, provided they have the necessary certificates and the present ability to perform the available work in such classification. Under ordinary circumstances, notice of a pending layoff of more than five (5) days duration shall be posted at least five (5) regularly scheduled working days in advance of its effective date. Employees with seniority who are laid off or displaced shall be informed of their bumping rights and given a reasonable amount of time, not to exceed one (1) working day to select the classification into which they desire to bump.

**Section 6 - Recall Procedure:** Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e. most senior employee being recalled first, provided they have the necessary certificates and the present ability to perform the available work. Notice of recall shall be sent to the employee at his last known address on record with the CITY by certified mail.

**Section 7 - New Permanent Job Classifications:** When and if the CITY determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefor and advise the UNION. If the UNION disagrees with the rate of pay, it may file a grievance with respect thereto starting at the First Step of the grievance procedure, provided that the grievance is filed within ten (10) regularly scheduled working days after notice to the UNION of the proposed rate of pay. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

**Section 8 - Posting and Bidding:** When it is necessary to fill a new permanent job classification in a division, or a permanent vacancy in an existing job classification in a division in the bargaining unit, the CITY shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs on the bulletin boards at the Public Works Garage, Water Filtration Plant and Cemetery for a period of five (5) regularly scheduled working days. During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Director of Public Works a written and signed statement concerning any qualifications or experience not listed in their personnel file that they wish to

have considered. The appointment to a vacancy in the bargaining unit among applicants shall be in accordance with the following procedure:

(a) If all factors are relatively equal among bidding employees, the most senior employee shall be awarded the job. It is understood that in addition to oral and/or written performance tests designed to reveal the required ability for the job in question, the bidding employee's experience with the CITY in related job requirements and his work history shall be taken into account.

(b) If no employee satisfies the specifications of subsection (a) above, then the CITY may assign a probationary employee who satisfies the specifications or institute the hiring procedure.

(c) If the CITY determines that the most senior bidding employee will not be awarded the job, prior to awarding the job, the CITY will meet with the UNION'S grievance committee to discuss the awarding of the job.

(d) The job shall be awarded or denied within fifteen (15) working days after the posting period. In the event the senior applicant is denied the job, the general reasons for denial shall be given in writing to the employee. The CITY shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin board, and at the end of the posting period the CITY shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Chapter Chairperson as to who was awarded the job.

(e) Any employee in the laborer classification who successfully bids for another job in the laborer classification shall not be allowed to bid for another vacancy in the laborer classification for a period of twelve (12) months.

Section 9 - Trial Period: When an employee is awarded a job under the provisions set forth in Section 8 of this Article, the successful bidder shall be on trial (job probation) for a period of thirty (30) days of actual work after being assigned to his new classification. During such period an employee may be removed from his new classification at any time he demonstrates to the CITY'S satisfaction that he is or will be unable to satisfactorily perform the requirements of such job.

(a) An employee who during the trial period is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be returned to the last job

classification and division assignment he had permanently occupied. In case of such setback, the CITY shall first consider other employees who signed for the posted job before reposting the job.

**Section 10 - Temporary Transfers:** The service needs of the CITY change from day to day and season to season, therefore, employees within a job classification and division may be assigned to work in a different job classification or division as the need arises. The CITY shall have the right to temporarily transfer an employee from one job classification to another and from one division to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer an employee from one job classification to another, and one division to another, to fill a vacancy or to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.

(a) In the event the CITY determines that it is necessary to temporarily transfer an employee, the CITY shall determine the job classification and division from which an employee can be spared and then the following shall apply: equal or lower rated positions - the least senior employee in the affected job classification and division shall be transferred, provided he has the present ability to perform the available work. Higher rated position - the position shall be offered on the basis of seniority to employees in the affected job classification and division, provided they have the ability to perform the available work.

(b) The divisions established on the date of execution of this Agreement are as follows:

- Division 1 - Cemetery, Forestry, and Parks
- Division 2 - Street Construction, Street Maintenance, Equipment Maintenance, Sanitation, and Traffic
- Division 3 - Water Distribution, Water Plant, and Sewer

**Section 11 - Promotions Outside the Bargaining Unit:** An employee who has been in the past, or who will be in the future, promoted to a position outside the bargaining unit, shall accumulate seniority while working outside the bargaining unit.

If the employee requests to return to the bargaining unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion. After the one (1) year period, an employee may return to the bargaining unit only if it is approved by the CITY, and then he shall be assigned to the first available position.

Section 12 - Superseniarity: For the purpose of layoffs and recalls to work following such layoffs, the Chapter Chairperson and Chief Steward shall be considered as being at the top of the seniority list. They shall be the last employees to be laid off and the first employees to be recalled following such layoffs, provided always that they have the then present ability to satisfactorily perform the work available.

(a) It is understood and agreed that such Chapter Chairperson and Chief Steward must exercise their actual seniority until such time as it will not keep them at work as provided in this section before resorting to this superseniarity and that superseniarity shall be exercised only to the extent necessary to retain a job, and under no conditions can it be exercised for job preference under any of the terms or provisions of this contract.

#### ARTICLE IX - LEAVES OF ABSENCE

Section 1 - Personal Leave of Absence: The CITY may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the CITY, such employee can be spared from his work. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days, but may be extended for not more than thirty (30) calendar day increments. If, during the period of such leave of absence, the employee desires to maintain his insurance in effect, the premium for such insurance shall be paid in advance by the employee to the CITY.

Section 2 - Medical Leave of Absence: An employee who, because of pregnancy, illness or accident, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for a period of time up to a maximum of twenty-four (24) consecutive months. The employee shall supply the CITY with a certification from a medical doctor of the necessity for such absence, or the continuation thereof, when the same is requested by the CITY. If the CITY questions the medical certificate, it may require a physical examination by the CITY doctor and the CITY shall pay the cost of such physical examination. If, after such examination, the CITY'S doctor does not agree with the employee's doctor's decision then the CITY'S doctor and the employee's doctor shall mutually agree upon a third doctor; and the decision of the two (2) doctors out of three (3) herein mentioned shall be final and binding on the CITY and the employee. The fees and bills incident to the third doctor shall be paid by the CITY.



(a) Medical leaves of absence shall also be granted to an employee whose presence with a member of the immediate family is certified by a medical doctor to be required due to an illness or injury. For the purpose of this subparagraph, immediate family shall be defined as the employee's current spouse, son, daughter, mother, or father.

(b) When an employee's absence from work is necessitated because of an injury occurring on or after February 24, 1979, arising out of and in the course of his employment by the CITY and which is compensable under the Michigan Worker's Disability Compensation Act, the CITY will make up the difference between the amount of daily benefit to which he is entitled under the Act and one hundred percent (100%) of the amount of daily net pay (gross pay less standard deductions) he would have received in his own job classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on an eight (8) hour per day basis. Furthermore, the maximum length of time an employee may receive benefits, as provided for in this subparagraph, shall be limited to one hundred twenty (120) days. After the one hundred twenty (120) day period, an employee may use his accumulated sick leave credits so that when combined with his Worker's Compensation benefits he will continue to receive the benefit set forth above. Such an employee will continue to accrue vacation and sick leave benefits only for the first one hundred twenty (120) days of the leave.

Section 3 - Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during regularly scheduled work week, not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family, other than for a spouse or child, or five (5) days to make arrangements for and attend the funeral of a current spouse or child. This payment shall not be deducted from accumulated sick leave and not be made for any such three (3) or five (5) days on which the employee for any reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive calendar days ending with and including the day following the funeral. The five (5) days above referred to shall be five (5) consecutive calendar days beginning with and including the day of the death of the current spouse or child. To be eligible for such pay the employee must notify the CITY as soon as possible of the necessity for such absence, must attend the funeral, and, if requested, must present proof of death.

(a) Immediate family is to be defined as the employee's: current spouse, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, spouse's grandmother and grandfather, and

grandchildren, or other unspecified relatives if they live in the employee's household.

Section 4 - Leave of Absence for Military Field Training: Leaves of absence shall be granted to full-time employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligation. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of taxable income therefor and what they would have received from the CITY had they worked during such period. The compensation thus paid by the CITY shall not exceed the difference in pay for a period of two (2) calendar weeks in any one calendar year.

Section 5 - Leave of Absence for Military Service: A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for the purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 6 - Leave of Absence for Jury Duty: A full-time employee who has completed his probationary period and who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he performs jury duty and on which he otherwise would have been scheduled to work for the CITY shall be paid the difference between what he received from the Court as daily jury duty fees and what he would have earned from his employment with the CITY on that day up to a maximum of eight (8) hours at his regular rate of pay. The CITY'S obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) working days in any calendar year. In order to receive the payment above referred to, an employee must give the Director of Public Works prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

Section 7 - Leave of Absence for Union Activity: The CITY shall grant a leave of absence for members of the UNION to attend conventions and educational conferences sponsored by the UNION, without pay and without loss of seniority, provided that such leaves shall be granted for not more than two (2) employees at any one time and for periods totalling not more than thirty (30) calendar days per year. The CITY shall grant a leave of absence to not more than one (1) member of the UNION at a time who is appointed or elected to a full-time position with the

UNION without pay and without loss of seniority for a maximum period up to twenty-four (24) consecutive months.

Section 8 - Return from Leaves of Absence: Employees returning to work within ninety (90) calendar days after the start of a leave of absence shall be returned to the position, division, and shift they held at the time the leave of absence was granted. Employees returning to work ninety (90) calendar days following the date a leave of absence started shall be returned to their former position, division and shift, provided that the position has not been permanently filled under the bidding procedure by a more senior employee. If the former position has been permanently filled by a more senior employee, then the employee must displace an employee with less seniority in the same or a different classification of equal or lower pay range, provided he has the necessary certifications and the present ability to perform the available work in such classification. From among the available positions, the employee must select a position of equal pay within his former division if one is available.

(a) To be eligible to return to work prior to the expiration of a leave of absence, an employee must give written notice to the CITY. After giving the notice an employee shall be assigned by the CITY to work within seven (7) calendar days.

#### ARTICLE X - PHYSICAL EXAMINATIONS

The CITY may require any of its employees to submit to a medical examination at such times as it may deem necessary in the light of existing circumstances. The examinations shall be paid for by the CITY and shall be made by a licensed physician designated by the CITY. At the employee's expense an employee may elect to have the examination made by a licensed physician of the employee's own selection. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his duties, then and in that event, the employee involved shall be granted a medical leave of absence. If an employee elects to have a required medical examination made by a physician of his own selection, and if for any reason the CITY is not satisfied with such examination, then the CITY may, at its own expense, cause such employee to be examined by a licensed physician of its own selection. A copy of the findings and conclusions of the physician so selected by the CITY shall be furnished to the employee involved, and if they agree with the findings and conclusions of the physician selected by the employee, no further medical review of the case shall be afforded. In the event, however, that the findings and conclusions of the physician selected by the CITY shall disagree with those of the physician selected by the employee involved, then the CITY and the UNION shall agree upon a third qualified, licensed and disinterested physician for the purpose of making a further medical examination of the employee involved, and the findings and conclusions of the third examining physician shall be final and binding

upon the parties hereto. The expenses of the employment of such third medical physician shall be shared equally by the CITY and the UNION.

**ARTICLE XI - HOURS OF WORK**

**Section 1 - Hours of Work and Shifts:** The normal hours of work for all full-time employees excluding Water Plant employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday. Nothing in this Section shall be construed to require payment for hours not worked. For Water Plant employees the procedure for rotation of employees on the various days and shifts shall remain as they existed prior to the execution of this Agreement.

(a) The shift hours for all employees, except Water Plant employees and Cemetery employees are as follows:

1st shift	7:30 a.m. to 4:00 p.m.
2nd shift	4:00 p.m. to 12:00 midnight
3rd shift	12:00 midnight to 8:00 a.m.

(b) The shift hours for Cemetery employees are as follows:

1st shift	8:00 a.m. to 4:30 p.m. (30 minute lunch)
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(c) The shift hours for Water Plant employees are as follows:

1st shift	11:00 p.m. to 7:00 a.m.
2nd shift	7:00 a.m. to 3:00 p.m.
3rd shift	3:00 p.m. to 11:00 p.m.

Under normal circumstances the work schedules outlined above will prevail, but the CITY reserves the right to alter the work schedules in order to accommodate seasonal needs of the CITY, provided, however, an employee who is working on an overtime basis will not be denied the right to work his work schedule in order to avoid overtime payments.

**Section 2 - Work Week Computation:** For the purpose of this Agreement, the week shall begin at 12:01 a.m. Saturday morning and the day shall be a calendar day. However, any shift that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the day on which the shift ended.

**Section 3 - Break Periods:** Employees shall be entitled to a fifteen (15) minute paid break period at or near the midpoint of the first half of their shift, a fifteen (15)

minute paid break period at or near the midpoint of the second half of their shift and clean-up time of five (5) minutes immediately preceding lunch breaks and the end of the shift. All employees except Water Plant, second shift and third shift employees shall be entitled to a thirty (30) minute unpaid lunch period at or near the midpoint of their shift. Water Plant employees shall be entitled to a paid lunch period, but are responsible for the continuous operation of the plant during any lunch break. Second and third shift employees shall be entitled to a fifteen (15) minute paid lunch period. It is understood and agreed that the timing of the break and lunch periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. It is also understood and agreed that CITY vehicles are not to be used for purposes of traveling to or from any location at which to take a break or lunch period, except as specifically authorized by an employee's immediate supervisor.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except for the lunch, break and clean-up periods provided above.

Section 4 - Overtime Assignments: Overtime hours shall be divided as equally as practicable among employees in the same classification and division. An up-to-date list showing overtime hours will be given weekly to the steward in each department. Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be offered the work first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged with the number of hours actually worked. If a sufficient number of such employees do not volunteer for the overtime assignment, then the employees with the least seniority who are reasonably available will be required to accept the assignment. An employee who is unavailable and/or refuses an overtime assignment three (3) consecutive times may have his name deleted from the overtime list by the CITY. His name will be placed back on the overtime list only when he submits a written statement to the Superintendent indicating his desire to be placed on the list. The deletion of an employee's name from the overtime list will not relieve him of the obligation to work required overtime assignments.

(a) In the event a sufficient number of employees are not available in the classification and division, then the CITY shall offer such work on a rotating basis among employees who have expressed in

writing a desire to perform the work and who have the present ability to perform the available work.

(b) If it is agreed that an employee has been improperly passed over for an overtime assignment he shall receive the next overtime assignment in his classification and division in order to keep the overtime hours in balance.

## ARTICLE XII - WAGES

Section 1 - Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2 - Overtime: Overtime will be paid at the rate of one and one-half (1½) of the regular hourly rate of pay for all assigned work in excess of eight (8) hours per day and forty (40) hours per week computed to the nearest tenth of an hour. For the purpose of calculating overtime pay, hours that are paid but not worked pursuant to the paid sick leave, paid funeral leave, holiday or vacation programs shall be considered as hours worked. There shall be no pyramiding of overtime hours.

Section 3 - Leadmen Pay: For the period of time during which an employee is designated by the CITY as being a leadman, he shall receive a leadman's premium of fifty cents (50¢) per hour which shall be added to his base hourly rate, provided that he is designated and performs as leadman for a consecutive period of at least one (1) hour. A leadman shall be expected to direct the routine assignment of work among hourly employees. The designation of a leadman may be withdrawn at any time by the CITY when, in its judgment, the employee is no longer performing the responsibilities of a leadman.

Section 4 - Call-In Pay: When an employee is called in to work at a time other than for his regularly scheduled shift, such employee shall be paid a minimum of two (2) hours at one and one-half (1½) of his regular hourly rate of pay or for the actual time necessarily spent computed to the nearest tenth of an hour at one and one-half (1½) of his regular hourly rate of pay, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time and who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift but who continue to work their regular shift thereafter.

Section 5 - Certification Requirement and Pay: Within the period of time required by the Michigan Department of Health from appointment to the job classification of Water Filtration Plant Operator, an employee must receive an F-4

Water Treatment Certificate from the State of Michigan Department of Health. If an employee fails to obtain the Certificate he shall be returned to his former job classification or terminated if appointed through the hiring process. Employees in the Water Filtration Plant Operator classification who have presented to the CITY satisfactory evidence of having a valid Certificate shall receive the following certification payment in addition to their regular hourly rate:

F-3	30¢ per hour
F-2	40¢ per hour
F-1	50¢ per hour

(a) Employees in the Water Distribution Operator classification who present to the City satisfactory evidence of having a valid S-3 certificate will receive a ten cent (10¢) per hour premium. Water Distribution Operators who present to the City satisfactory evidence of an S-1 or S-2 certificate will be advanced to the Senior Water Operator classification.

Section 6 - Pay for Temporary Transfers: When for the convenience of the CITY, an employee is temporarily transferred from one classification to another for four (4) consecutive hours or more (3 1/2 hours if an after lunch transfer), such employee shall continue to receive his regular hourly rate or be paid the rate that would be applicable if permanently promoted to the classification, whichever is greater.

Section 7 - Pay for Permanent Classification Changes: When, through the job bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he bid, such employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification for which he bid which will result in an increase in his pay of not less than ten cents (10¢) per hour and thereafter shall be governed by the pay range increments set forth for such job in Appendix "A".

(a) When, through the job bidding procedure or through otherwise exercising his seniority, an employee is placed on a job for which the maximum of the rate range is less than his then current rate, he shall receive the maximum of the rate range of the job onto which he was thus placed. If the maximum of the rate range is greater than his then current rate, he will continue to receive his then current rate and shall thereafter be governed by the pay range increments set forth for such job in Appendix "A".

Section 8 - Pay Day: Payroll shall be computed bi-weekly and payday shall be every other Friday.

## ARTICLE XIII - VACATIONS

Section 1 - Eligibility and Allowance: Non-probationary full-time permanent employees vacation shall be credited monthly. Full-time permanent employees shall be entitled to paid vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days</u>		<u>Maximum Accumulation</u>
	<u>Per Month Accrued</u>	<u>Annual</u>	
Less than 7 years	1 day	12 days	17 days
7 years but less than 15 years	1.25 days	15 days	20 days
15 years but less than 20 years	1.50 days	18 days	23 days
More than 20 years	1.75 days	21 days	26 days

Section 2 - Vacation Scheduling: Employees who are eligible for one (1) or more weeks of paid vacation must schedule their vacation in increments of full weeks unless otherwise agreed between the CITY and the employee. Employees may take their vacation provided that they have made arrangements with the Superintendent of their division at least two (2) weeks in advance.

(a) The Superintendent of each division shall determine the number of employees who can be spared for vacation purposes at any time, but shall make every reasonable effort to allow employees to take their vacation at the time of their choosing.

(b) Those requests for vacation time off submitted to the CITY prior to March 31st of any year shall be approved as of March 31st in accordance with seniority. Requests submitted after March 31st shall be honored in the order received.

Section 3 - Termination of Employment: If an employee who is otherwise eligible for vacation with pay quits or is discharged, such employee shall receive along with his final paycheck, the unused vacation pay for which he qualified.

## ARTICLE XIV - HOLIDAYS

Section 1 - Definition: The following days are designated as holidays under this Agreement: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, and the day before New Year's Day.



(a) If any of the above holidays occur on Saturday or Sunday, the Friday before or the Monday following shall be recognized as the holiday as determined by the CITY. However, Water Filtration Plant Operators not regularly off on Saturdays or Sundays shall be paid for the actual holiday instead of the celebrated holiday in accordance with Section 2, Holiday Pay.

Section 2 - Holiday Pay: Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday and who are required to work, shall receive in addition to holiday pay one and one-half (1½) of their regular straight time hourly rate of pay for each hour actually worked on the holiday. Employees not regularly scheduled to work on a day celebrated as a holiday, shall receive eight (8) hours at their regular rate of pay for a full holiday and four (4) hours for a half holiday as holiday pay.

Section 3 - Eligibility: In order to receive the holiday pay referred to above, an employee must have completed his probationary period and actually worked at least one day during the period of the thirty (30) calendar days which preceded the date celebrated as a holiday unless failure to work during such thirty (30) calendar day period is due to a regularly scheduled vacation or paid sick leave. Additionally, an employee not scheduled to work on a holiday must have worked his last regularly scheduled working day before and his regularly scheduled working day after the holiday, except as otherwise provided. Employees scheduled to work on a holiday must actually work the holiday.

Section 4 - Holidays During Vacation: When a paid holiday occurs during an employee's regular vacation period, such employee's vacation shall be extended by one (1) additional day.

#### ARTICLE XV - LONGEVITY

Section 1 - Longevity Bonus: Effective January 1, 1982, the longevity payments for permanent full-time employees who are employed by the CITY on December 1st shall be on the basis of Fifty Dollars (\$50.00) for each year of continuous service completed as of that date up to a maximum payment of One Thousand Two Hundred and Fifty Dollars (\$1,250.00).

*J.E.R.*  
1996 W.A.A. T.J.M. D.W.B.  
R.K.

As long as an employee's seniority has not terminated as of the 1st day of December of any year, such employee shall be eligible to receive longevity pay, provided he has actually worked at least one thousand (1,000) hours during the twelve (12) month period preceding the December 1st qualifying date.

## ARTICLE XVI - SICK LEAVE

Section 1 - Accumulation of Sick Leave: Employees shall accumulate sick leave at the rate of eight (8) hours per month for each month that an employee actually works or is on paid sick, vacation or funeral leave a total of at least fifteen (15) working days, effective January 1, 1976. Unused sick leave shall accumulate from year to year on an unlimited basis.

(a) When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each regular work day missed while on sick leave. An employee may use up to a maximum of thirty-six (36) hours of paid sick leave per year for critical illness of a member of the employee's household.

(b) Sick leave shall be retroactive to January 1, 1976. Such sick leave accumulation shall be computed on the basis of eight (8) hours per month, minus sick leave used since January 1, 1976.

(c) Upon death or retirement, an employee shall be entitled to payment for up to a maximum of one hundred twenty (120) days of his unused sick leave that has been accumulated since July 1, 1976. The payment for each hour of such accumulated unused sick leave shall be on the basis of fifty percent (50%) of the employee's straight time hourly rate of pay. In lieu of receiving this payment, a retiring employee may elect to have placed in an escrow account an amount representing seventy-five percent (75%) of his accumulated sick leave time of up to one hundred twenty (120) days (maximum credit for 90 days). This fund will be used to pay one-half (1/2) of the hospitalization insurance premiums for the retired employee and his spouse for as long as there is a sufficient sum in the fund to pay such premiums. The remaining one-half (1/2) of such premiums shall be paid by the CITY for as long as there is a sufficient sum in the employee's account to pay such premiums. The sum to be placed in the account shall be on the basis of the employee's straight time hourly rate of pay.

The CITY may require a medical certificate to justify the granting of sick leave.

## ARTICLE XVII - HOSPITALIZATION AND LIFE INSURANCE

Section 1 - Hospitalization Insurance: The CITY agrees to pay the cost for employee and dependent coverage for the Blue Cross and Blue Shield MVF-I group health insurance plan with D-45MN, F/FC and coordination of benefits riders and Master Medical Insurance with a ninety percent (90%) co-payment provision and a One Hundred Fifty Dollar (\$150.00) deductible per employee, and a Three Hundred

Dollar (\$300.00) deductible per family coverage. The CITY reserves the right to substitute insurance carriers provided that substantially equivalent benefits are maintained and the carrier is authorized to transact business in the State of Michigan. The UNION shall be given a copy of the Master Plan at least sixty (60) calendar days in advance.

- (a) The CITY agrees to, as soon as practicable, pay the cost for employee and dependent coverage for a prescription drug insurance program with a Five Dollar (\$5.00) co-pay provision.
- (b) Retiree Health Insurance. A retiring employee may elect, at his/her expense (subject to Article XVI, § 1(c)), post-retirement health insurance (upon qualification for Medicare coverage, Medicare becomes primary). The employee may elect, at the time of retirement, either to remain under the health insurance plan then being made available to the bargaining unit (subject to any changes that may be negotiated by the bargaining unit subsequent to the employee's retirement), or to join the general retiree health plan which was the sole retiree health insurance plan made available to the bargaining unit prior to January 1, 1996.

Section 2 - Life Insurance: A life insurance policy in the amount of Sixteen Thousand Dollars (\$16,000.00) with double indemnity for loss of life resulting from an accident shall be provided each full-time permanent employee after completion of the qualification period. Upon retirement all CITY-paid life insurance benefits shall be terminated.

Section 3 - Layoff or Medical Leave of Absence: When an employee is laid off or on a medical leave of absence due to an illness or injury to the employee, the CITY shall continue to provide the hospitalization and life insurance benefits for three (3) months or until the laid off employee obtains coverage under another life and hospitalization insurance plan, whichever occurs first. After the expiration of the three (3) month period, then to the extent permitted by the provisions of the insurance policies, the employee may continue the benefits in effect by paying the premium to the CITY in advance of its due date.

Section 4 - Dental/Optical Reimbursement: Effective July 1, 1996, the City will, during the course of each fiscal year, reimburse each employee up to 50% of the cost of his/her (and all family members'/dependents') qualifying dental and optical expenses (documented proof of qualifying payments will be required), up to

Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement service such notice upon the other party, a joint conference of the CITY and the UNION shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13 day of ~~May~~, 1996.

*June*

**CITY OF ST. JOSEPH EMPLOYEES'  
CHAPTER, AN AFFILIATE OF LOCAL  
2757 AND THE CERTIFIED  
COLLECTIVE BARGAINING AGENT  
MICHIGAN COUNCIL NO. 25,  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES,  
AFL-CIO**

**CITY OF ST. JOSEPH**

*Pinotly J. Mance*  
\_\_\_\_\_

*William S. Sinclair*  
\_\_\_\_\_  
WILLIAM S. SINCLAIR  
City Manager

*David W. Brow*  
\_\_\_\_\_

*James C. Patten*  
\_\_\_\_\_

*Robert W. Karate*  
\_\_\_\_\_

**Drafted by:  
Miller, Canfield, Paddock and Stone  
Labor Relations Counsel**

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## APPENDIX "A"

### CITY OF ST. JOSEPH DEPARTMENT OF PUBLIC WORKS WAGE SCHEDULE \*

		START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Custodian	January 1, 1996	9.83	10.00	10.22	10.44	10.63
Laborer	January 1, 1997	10.12	10.30	10.53	10.75	10.95
	January 1, 1998	10.42	10.61	10.85	11.07	11.28
Water Meter Reader	January 1, 1996	10.27	10.44	10.67	10.89	11.08
	January 1, 1997	10.58	10.75	10.99	11.22	11.41
	January 1, 1998	10.90	11.07	11.32	11.56	11.75
Truck Driver	January 1, 1996	10.57	10.78	10.98	11.19	11.38
Tree Trimmer	January 1, 1997	10.89	11.10	11.31	11.53	11.72
Labor/Layout	January 1, 1998	11.22	11.43	11.65	11.88	12.07
Equipment Operator*	January 1, 1996	10.98	11.19	11.38	11.60	11.79
Equipment Operator/ Tree Trimmer	January 1, 1997	11.31	11.53	11.72	11.95	12.14
	January 1, 1998	11.65	11.88	12.07	12.31	12.50
Water and Sewer Serviceman						
Water Meter Repairman Mechanic II						
Senior Water Serviceman	January 1, 1996	11.38	11.59	11.79	12.00	12.22
Equipment Operator/ Electrical Maint.	January 1, 1997	11.72	11.94	12.14	12.36	12.59
	January 1, 1998	12.07	12.30	12.50	12.73	12.97
Water Filtration Plant Operator						
Traffic and Sign Maintenance	January 1, 1996	11.65	11.88	12.07	12.28	12.48
Mechanic I	January 1, 1997	12.00	12.24	12.43	12.65	12.85
	January 1, 1998	12.36	12.61	12.80	13.03	13.24

\* Employees assigned to operate the 3/4 yard hydraulic backhoe, bulldozer and the grader, will receive an additional twenty cents (\$0.20) per hour while operating the equipment.

\*\* There will be a \$250.00 signing bonus upon ratification for those employed 1/1/96 and still employed, in lieu of retroactivity pay.

# CITY OF ST. JOSEPH

## RULES AND REGULATIONS

### REGARDING EMPLOYEE PERSONAL CONDUCT

Issued as a supplement to, but not a part of, the City A.F.S.C.M.E. Labor Agreement 1996-1998.

As with any company or organization, there are certain personnel rules and regulations by which employees are required and expected to abide.

Toward that end, the City of St. Joseph publishes and distributes a formal written listing of such rules and regulations. This listing is not intended to unduly restrict or control employee conduct. Rather, it is to protect the employee, provide an information source regarding allowable personal conduct and actually assist in guiding the employee to become a better and more satisfied member of the organization.

This listing does not substitute or alter any existing rules and regulations established by the City of St. Joseph, individual departments, or any union contract entered into by the City of St. Joseph.

These rules and regulations, when administered in the spirit for which they are intended, will better enable the City of St. Joseph to maintain and administer fair and uniform discipline for its employees.

When an employee violates a rule or regulation or does not perform as required or expected, the facts and circumstances surrounding the situation will be thoroughly reviewed. Although outright dismissal is sometimes thought of as a last resort procedure or only undertaken when an extremely serious violation or series of violations occur, it must, in fact, be realized that this swift and final action is entirely possible and may indeed be enforced for first violations of the rules and regulations governing employee conduct.

Normally the employee will be subjected to disciplinary action in accordance with the "Progressive Discipline Policy" as set forth and administered by the Personnel Department. The purpose of this policy is to provide a series of positive disciplinary actions in an attempt to correct an employee's wrong behavior or unacceptable attitude. These disciplinary actions will usually follow a pattern of (1) a written notice; (2) a one to three day suspension; (3) a possible longer suspension; and (4) dismissal. Even though there is a Progressive Discipline Policy, it must be perfectly understood that an employee has no right or guarantee for a certain number of progressive disciplinary measures.

The following rules and regulations are set forth by the Personnel Department to govern general employee conduct:

- I. Any violation of these rules will, under normal circumstances, result in immediate discharge for the first offense.
  1. Gross neglect of duty or other intentional failure to perform the critical aspects of ones' job assignment.
  2. Insubordination - refusal to comply with a direct order from management, unless the following of such order would be injurious to the employee; or disgraceful or threatening conduct toward management.
  3. Intentional falsification of personnel records, time reports, time cards, or other City records and reports, including punching another employee's time card.
  4. Theft, gross negligence or intentional destruction of City's property, monies or another employee's property.
  5. Intentional sleeping on the job.
  6. Drinking or possession of alcoholic beverages or using or possession of illegal stimulants or illegal depressants on employer's time or premises. (Blood tests will be available for employees who deny violation of this rule.)
  7. Provoking, instigating or participating in a fight on employer's time or premises, except in defense of oneself.
  8. Accepting any fee, gift, or other valuable consideration in the course of, or in connection with one's work without written authorization from the employee's Department Head.
  9. Unauthorized carrying of a weapon on employer's time or premises.
  10. Conviction or violation of any criminal or penal statute or enactment that impairs the employee's ability to perform all aspects of his or her position with the City.
  11. Gross indecent conduct toward a fellow employee or conduct intended to endanger the safety of others.

II. Violation of each of the following rules will, under normal circumstances, result in the application of progressive discipline which will culminate discharge if not corrected. These rules do not cover all types of wrong behavior, but they are intended to act as a meaningful guide for employees. An employee who receives three (3) written warnings for different offenses during a twelve (12) month period will, under normal circumstances, receive a one (1) day suspension. Four (4) written warnings during a twelve (12) month period will result in a longer suspension or discharge depending on the circumstances involved.

1. Excessive absenteeism or tardiness.
2. Not reporting in sick to immediate supervisor prior to normal starting time on each day of such absence, unless physically impossible. (This requirement may be waived for extended illness.)
3. Reporting to work at the beginning of the shift under the influence of intoxicants, illegal stimulants or illegal depressants, or having consumed or used intoxicants, illegal stimulants or illegal depressants during the lunch breaks. Blood tests shall be made available for employees who deny violation of this rule. (1st offense, employee is sent home for balance of the day without pay.)
4. Not being ready to start work at the beginning of a shift or after a lunch or break period. Quitting work early for lunch or break periods.
5. City vehicles shall not be used for personal business or to return to the yards for lunch or break periods, unless specifically authorized by an employee's immediate supervisor.
6. Quitting work or leaving duty area without obtaining necessary permission. Whenever possible, requests to leave work early should be made twenty-four (24) hours in advance, except for emergencies or emergency illness.
7. Refusal to perform required overtime work as provided in the contract: During a twelve (12) month period: 1st offense - 1 day suspension; 2nd offense - 3 day suspension; 3rd offense - discharge.
8. Failure to perform within job description or comparable to normal work standards.
9. Careless conduct endangering the safety of oneself or others.
10. Violating a safety rule or safety practice.
11. Unintentional sleeping on the job.



Rules and Regulations

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12. Indulging in offensive, threatening or indecent conduct, or using offensive language toward fellow employees or the public on the employer's time or premises.
13. Rough, boisterous behavior that could injure people or property.
14. Gambling during working hours, including lunch and break periods.
15. Smoking in unauthorized areas.
16. Doing personal work on the employer's time or premises without prior approval from the employee's immediate supervisor.
17. Removing the employer's tools or equipment from the premises without prior written permission from the employee's immediate supervisor.
18. Using threatening or attempting to use personal or political influence in an effort to secure promotion, leave of absence, transfer or change of grade, pay or character of work.
19. Action which constitutes conflict of interest toward the City.
20. Vending, soliciting distributing literature, circulating a petition, or collecting contributions on the employer's time or premises without prior authorization from the City Manager or his designee.

Letter of Agreement

**Pension Multiplier Change**

**Post-Retirement COLA**

This letter of agreement is entered into between the CITY OF ST. JOSEPH and the CITY OF ST. JOSEPH EMPLOYEES' CHAPTER, AN AFFILIATE OF LOCAL 2757 AND THE CERTIFIED COLLECTIVE BARGAINING AGENT, MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, regarding changes to the pension plan maintained for members

It is hereby agreed that Article XVIII - RETIREMENT SYSTEM of the current January 1, 1996 to December 31, 1998 contract, dated June 13, 1996, will be replaced with the following language:

**Article XVIII - RETIREMENT SYSTEM**

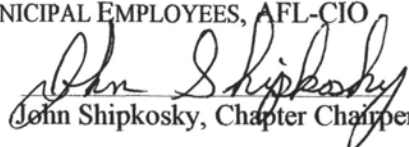
**Section 1 - Retirement Plan:** The CITY agrees for the life of this Agreement to maintain the same level of retirement benefits as were in effect on the date of resolution of this Agreement, except the benefit multiplier will be 2.25% of the employee's final average compensation and a maximum of forty (40) years of credited service will count for the purpose of calculating the employee's pension.

**Section 2 - Post-Retirement COLA:** For employees retiring on or after August 4, 1997, pension benefits will be increased every July 1 in an amount equal to the percentage increase in the CPI-U (all cities) for the twelve months ending in the March immediately preceding the adjustment date, with the maximum annual percentage increase being two and one-half percent (2.50%). The first annual adjustment shall occur on the July 1 which is at least six (6) months after the retirement date. Subsequent annual adjustments shall be made each July 1 thereafter based on the amount of the pension benefit being paid immediately prior to the adjustment date. If the CPI-U (all cities) is restructured or discontinued, the parties will mutually agree upon an alternate index which most closely resembles the CPI-U (all cities).

**Section 3 - Member Contributions:** A covered member's contribution to the retirement system is three and one-half percent of his annual compensation. Effective January 1, 1998, this contribution will be reduced to three and one-quarter percent (3.25%). If, during the term of this agreement, the required contribution rate for City general employees drops below three and one-half percent (3.5%), the contribution rate under this agreement will be reduced to three percent (3.0%).

CITY OF ST. JOSEPH EMPLOYEES' CHAPTER,  
AN AFFILIATE OF LOCAL 2757 AND THE  
CERTIFIED COLLECTIVE BARGAINING AGENT,  
MICHIGAN COUNCIL NO. 25, AMERICAN  
FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, AFL-CIO

By:

  
John Shipkosky, Chapter Chairperson

CITY OF ST. JOSEPH

By:

  
Frank L. Walsh, City Manager

August 26, 1997

August 28, 1997

## Letter of Agreement

### **Insurance Change**

This letter of agreement is entered into between the CITY OF ST. JOSEPH and the CITY OF ST. JOSEPH EMPLOYEES' CHAPTER, AN AFFILIATE OF LOCAL 2757 AND THE CERTIFIED COLLECTIVE BARGAINING AGENT MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO regarding health, dental, and vision insurance.

1. It is hereby agreed that effective July 25, 1998, the following paragraph shall supersede the current first paragraph and section (a) of Section 1 of Article XVII:

"Section 1 - Hospitalization Insurance: The CITY agrees to pay the cost for employee and dependent coverage for the Blue Cross and Blue Shield Comprehensive Major Medical 100/200 group health insurance plan, with CMM-ECS, AP-2, CMMVST, and CMMOPS \$15 riders, as described in the BCBS Health Care Guide for Group Number 01322/003 and dated March 1998. The CITY reserves the right to substitute insurance carriers provided that substantially equivalent benefits are maintained and the carrier is authorized to transact business in the State of Michigan. The UNION shall be given a copy of the Master Plan at least (60) calendar days in advance.

- (a) The CITY agrees to pay the cost for employee and dependent coverage for a prescription drug insurance program with a Ten Dollar (\$10.00) co-pay provision."

The current section (b) of Article XVII, Section 1, will remain unchanged.

2. It is hereby agreed that effective July 25, 1998, the following section shall supersede the current Section 4 of Article XVII:

"Section 4 - Dental and Vision Insurance: Each employee shall annually have the option of selecting either one (but not both or any combination) or the following benefits:

- (a) Reimbursement up to fifty percent of the cost of his/her (and all family members'/dependents') qualifying dental and optical expenses (documented proof of qualifying payments will be required), up to a maximum total payment(s) of two hundred and fifty dollars (\$250.00) per family, per year.
- (b) Electing the Blue Cross/Blue Shield Dental Care Benefits Plan C and Blue Cross/Blue Shield Vision Care Benefits Plan A80-FLVS-A. The City will contribute up to \$30.00 per month per employee toward the cost of this benefit, and the employee will be responsible for the remaining portion of the premium. The Bargaining Unit recognizes that this remaining portion will be paid by employees through payroll deductions.

Each employee must make this election, in writing to the Personnel Department, by June 15 of each year, for the one-year period beginning the following July 25. If an employee