

4435

6/30/2003

Labor Agreement

Between

**The City of Buchanan, A Municipal Corporation
302 North Red Bud Trail, Buchanan, Michigan**

and

**Local 586, Service Employees International Union,
AFL-CIO, Representing Employees Of The Public Works,
Cemetery/Parks, Water/Wastewater Departments,
And City Clerical Employees**

Buchanan City of

July 1, 2000 through June 30, 2003

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AGREEMENT

This Agreement made this _____ day of July, 2000, effective the 1st day of July, 2000, by and between the CITY OF BUCHANAN, hereinafter referred to as the "EMPLOYER", and Local 586 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as the "UNION".

ARTICLE 1

Purpose and Intent

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

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing and providing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

In this Agreement, words in the masculine gender shall be held to include either masculine or feminine gender.

ARTICLE 2

Recognition

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as:

All regular full-time and part-time Department of Public Works and Water/Wastewater employees, including the Street Department, Parks and Cemetery Department, Wastewater and Water Departments, plus clerical employees including Deputy Clerk, Deputy Treasurer, Clerk/Cashier, Bookkeeper, and Police Administrative Secretary;

Excluding: Supervisors, seasonal and temporary employees, City Manager's Executive Secretary, and all other employees of the Employer.

For purposes of this Article, seasonal or temporary employees shall be defined as employees hired for the summer or other definite, temporary periods not exceeding four (4) months in any calendar year.

ARTICLE 3

Representation

Section 1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than four (4) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

Section 2: Steward. The Employer agrees to recognize three (3) Stewards who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

Section 3: Alternate Stewards and Collective Bargaining Committee Members. Alternate Stewards and members of the Collective Bargaining Committee may be selected or elected by the Union member employees covered by this Agreement who have seniority. Alternate Stewards and alternate members of the Collective Bargaining Committee shall have the same rights, duties, limitations, and obligations as the regular Stewards or members of the Collective Bargaining Committee during the period of replacement.

Section 4: Identification of Union Representatives. The Employer shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, alternate Stewards, and alternate members of the Collective Bargaining Committee, and non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 5: Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made, unless the parties should mutually agree to the discussion of additional items. The Union may be represented at special conferences by the Unit President, one Steward, and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 6: Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. To the

extent possible, collective bargaining sessions and special conferences shall be scheduled outside of employees' normal work hours. In those instances where it is mutually agreed that collective bargaining sessions and special conferences are to be scheduled during employees' normal working hours, bargaining committee members shall be paid at their normal straight time rate of pay for all time lost from their regularly scheduled hours.

Section 7: Union Visitation. A local or international representative of the Union will be permitted to visit the operation of the Employer during working hours to talk with the Unit President or representative of the Employer concerning matters covered by this Agreement; provided, however, the Employer shall be informed in advance of such visitation, and such visitation shall not interfere with performance of work by bargaining unit employees.

ARTICLE 4

Union Security and Dues Check-Off

Section 1: Union Security/Agency Shop. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union either regular Union dues (if Union members) or an agency fee representing that portion of regular Union dues which is used for purposes of negotiating and administering this Agreement (if not Union members). The Union shall inform the Employer in writing as to the amount of both Union dues and the agency fee prior to the deduction of dues or agency fees as described in Section 2 below. New employees shall commence membership or payment of agency fees on the first pay period of the month that is at least sixty (60) 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 Employer will, each month, deduct from the employee's pay the amount owed to the Union by such employee for Union membership dues or agency fees. Deductions will be made by the Employer from the first pay period of each month. Dues or agency fees deducted by the Employer for any calendar month will be remitted to the designated financial officer of Local 586 of the Service Employees International Union as soon as possible with a list of the names of the employees for whom dues or agency fees were deducted.

- a. The Union shall supply the employees with authorization forms approved by the Employer and shall transmit such check-off authorization forms to the Employer's payroll office. Deduction shall be made by the Employer only after receipt of written check-off authorization forms, properly executed by each employee.
- b. Dues or fees shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by the employee for any pay period where his net earnings are insufficient to cover the amount required.

- c. The Union shall notify the Employer, in writing, of the proper amount of Union membership dues and agency fees and subsequent changes in such amounts.
- d. In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
- e. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization forms presented to the Employer by the Union or employees. The Union shall likewise indemnify and save harmless the Employer from any liability that may arise out of the Agency Shop provision contained in Section 1 of this Article

ARTICLE 5
Recognition of Employer Rights

Section 1: Rights of City. The City retains and shall have the sole and exclusive rights to manage and operate the City in all of its operations and activities, so long as its actions in doing so do not constitute violations of this collective bargaining agreement. Among the rights of the City, included only by way of illustration and not by way of limitation, are the rights:

- a. To determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services;
- b. To determine the nature and number of facilities and departments to be operated and their location;
- c. To establish classifications of work and the number of personnel required;
- d. To direct and control operations;
- e. To maintain order and efficiency;
- f. To discontinue, combine, or reorganize any part of or all of its operations;
- g. To continue and maintain its operations as in the past;
- h. To study and use improved methods and equipment and outside assistance, whether in or out of the City's facilities; and

- i. In all respects to carry out the ordinary and customary functions of administration of the City.

The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, or discharge for just cause, lay-off (lay-offs shall be solely based on the personnel needs of the City, economic resources of the City, and such other reasons common for lay-offs of municipal employees), and recall personnel, to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; and to establish and change work schedules, provided that its actions in doing so do not violate specific provisions of this Agreement.

Section 2: Reasonable Rules. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer, without limitation, reasonable rules and regulations which it considers necessary and advisable for the safe, effective, and efficient operation of City services, so long as such rules and regulations do not violate specific provisions of this Agreement. The Union further acknowledges that any employee who violates or fails to comply with such rules and regulations shall be subject to discipline, up to and including discharge.

Section 3: Bargaining Unit Work. Nothing contained in this Agreement shall be construed to in any way restrict management or supervisory employees from performing bargaining unit work in the same manner and to the same extent as such employees performed such work prior to this Agreement, or in order to supplement bargaining unit members in meeting community services needs and emergency situations.

Section 4: Subcontracting. The parties to this Agreement recognize the Employer's obligation to provide municipal services that are responsive to community needs. The Employer shall have the right to subcontract work normally performed by bargaining unit employees for reasons including by way of example, but not limited to, the lack of adequate manpower, equipment, or expertise to provide services on a timely, efficient, or cost-effective basis, or the need to respond to community emergencies. The Employer shall not, however, exercise such right for the purpose of undermining the Union or discriminating against any of its members.

In this case where such subcontracting shall result in the layoff of Union members, the Employer shall notify the Union of its intention to contract or subcontract bargaining work in advance of entering into a formal agreement with the contractor and, upon request made not later than seven (7) days from and after the date of notice to the Union, shall meet with the Union bargaining committee for the purposes of negotiating the impact of said contracting. In the event such negotiations result in impasse, such subcontracting actions shall not be subject to the grievance procedure.

ARTICLE 6
No Strike/No Lockout

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 operations of the Employer. The Employer agrees that during the life of this Agreement, neither the Employer, its agents nor supervisors, will authorize, instigate, aid, condone, or engage in a lockout of members of the bargaining unit.

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or other prohibited activity as outlined above may be disciplined or discharged at the discretion of the Employer. It is understood that any dispute as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

ARTICLE 7
Non-Discrimination/Prohibition of Sexual Harassment

Neither the City of Buchanan nor the Union shall unlawfully discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or for activities protected by the Michigan Public Employment Relations Act, Elliott-Larsen Civil Rights Act, or Michigan Handicappers' Civil Rights Act.

In conjunction with the City of Buchanan's policy of equal employment opportunity, the City and the Union are committed to maintaining a work environment free from sexual harassment. The City and Union are committed to having each work section free of sexual conduct that causes or reasonably could be considered to cause an intimidating environment. The City and Union recognize that all employees are responsible for maintaining a proper work environment, and thus must conduct themselves in a manner that is sensitive to the types of behavior that may be personally offensive to others. Employees who perceive themselves to be the objects of such conduct shall have a responsibility to report the situation to their Department Head or the City Manager.

ARTICLE 8
Grievance Procedure

Section 1: Definitions. A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement. Whenever used in this Article, the words "regularly scheduled working days" shall mean Monday through Friday, excluding any holidays specified in this Agreement.

Section 2: Grievance Procedure. Before implementing the grievance procedure, employees must first discuss any grievance with the Department Head within five (5) regularly scheduled working days after the occurrence of the event(s) upon which the grievance is based. The employee may request the presence of the Steward at such

discussion. The Department Head will provide the employee with an oral response within two (2) working days after the initial discussion. If the grievance is not resolved by the Department Head's oral response, a grievance may be reduced to writing and resolved in the following manner:

Step One: If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within ten (10) regularly scheduled working days after the oral response from the Department Head.

The written grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the section or sections of the Agreement involved.

The grievance shall be signed by the employee filing the grievance and by the Steward. The Department Head shall give his written answer to the Steward within five (5) regularly scheduled working days after the date of receipt of the written grievance.

If the Department Head's written answer is considered satisfactory by the Union, a Steward shall so indicate on a copy of the original grievance form, signed and returned to the Department Head.

Step Two: If the grievance has not been settled in Step One, the Unit President may appeal the grievance to the City Manager within ten (10) regularly scheduled working days of receiving the Department Head's written response. The City Manager and up to two (2) additional City representatives designated by the City Manager shall meet with the Union business agent and Unit President and employee within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

If the City Manager's written answer is considered satisfactory by the Union, the Unit President shall so indicate on a copy of the original grievance form, signed and returned to the City Manager.

Step Three: If the grievance has not been settled in Step Two, the Union and/or the City may submit such grievance to advisory arbitration, provided such submission is made within ten (10) regularly scheduled working days after delivery by the Employer to the Union of the second step answer. The request for advisory grievance arbitration must be submitted to the Michigan Employment Relations Commission for resolution in accordance with its arbitration rules then in existence, with a copy of the request for arbitration 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. No award recommended by the arbitrator shall be retroactive more than twenty (20) working days prior to the time the grievance was first submitted in writing. The expenses and fees of the arbitrator shall in all cases be borne equally by the City and the Union.

Section 3: Time Limits. Grievances not filed or appealed within the designated time period shall be considered withdrawn. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) regularly scheduled working days after expiration of the applicable time period within which the Employer is entitled to respond to the employee's grievance. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

Section 4: Grievance Discussions or Investigations. It is understood and agreed that the Employer shall not be required to pay for employee time spent investigating or processing grievances, but when any meeting is set by the Employer or by mutual agreement during working hours, the employees will be paid.

ARTICLE 9 **Seniority**

Section 1: Probationary Period. All new employees will be probationary for their first six (6) months of employment. A probationary employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which would qualify him for regular employee status.

During the 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 or the grievance procedure. Upon successful completion of the probationary period, the employee shall have his or her name added to the seniority list as of the date he was employed.

Section 2: Definition of Seniority. Seniority shall be defined as an employee's length of continuous service with the Employer's Department of Public Works, Parks and Cemetery Department, Water Department, Wastewater Treatment Department, or in a clerical position covered by this Agreement since his last hiring date. Continuous service is defined as that time actually spent on the active payroll of the Employer or on an approved leave of absence. "Last Hiring Date" shall mean the date on which the employee was hired and since which his/her seniority has not been terminated for any of the reasons set forth in Section 4 of this Article.

Section 3: Seniority List. The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date, and shall be provided to the Union when requested.

Section 4: Termination of Seniority.
for the following reasons:

An employee's seniority shall terminate

- a. If he quits, retires, or is discharged where the discharge is not reversed.
- b. If when he has been recalled to work following a lay-off in accordance with Section 6 of this Article, he refuses or fails to return to work within seven (7) regularly scheduled working days after written notice to the Union and seven (7) regularly scheduled working days after written notice by certified mail of such recall is sent to his last address on record with the Employer.
- c. If he fails to return to work immediately upon the expiration of an approved leave of absence, unless such failure to return is due to circumstances for which the Employer would normally grant a regular employee sick leave or bereavement leave, and unless the Employer is informed of the employee's inability to return not later than thirty (30) minutes after the start of his first scheduled shift.
- d. If he has been laid off for a continuous period of fifteen (15) consecutive months or an amount of time equal to his seniority, whichever is shorter.

Section 5: Lay-Off Procedure. If it is necessary for the City to reduce its workforce in one or more job classifications covered by this contract, employees within each affected job classification shall be laid off in inverse order of their seniority, provided that the remaining employees have the necessary qualifications and present ability to perform the available work in the classification. A laid-off employee shall have the right to displace ("bump") a lower seniority employee in any other job classification covered by this Agreement, provided:

- a. That the employee to be displaced holds a position of an equal or lower pay grade than the laid-off employee;
- b. That the laid-off employee has, at some time during his period of seniority with the Employer, held a regular full-time or part-time position in the job classification that he seeks to "bump" into;
- c. That the laid-off employee presently possesses the physical ability to perform the job functions of the position in question, as well as the knowledge, skills, abilities, and relevant licenses or certifications to satisfactorily perform the job functions of the position in question, without needing additional training; and
- d. That the laid-off employee exercises such bumping rights within five (5) working days of being informed of the Employer's intent to lay him off.

An employee who, through use of his bumping rights, accepts a position with a lower range, shall be assigned a wage step in his new pay range that is the same step he held in his previous range. Thus, an individual bumping from Wage Range 3, Step 2, down to Range 2 shall have his wage set at Range 2, Step 2.

In cases where two (2) or more employees in the same job classification possess equal seniority, the Employer may designate, at its sole discretion, which of those employees is to be laid off as the result of a reduction in the number of employees in that classification.

Section 6: Recall Procedures. 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 he has the necessary qualifications 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 Employer by certified mail. An identical notice shall be served on the Unit President on the same date.

Section 7: Permanent Job Classifications. When and if the Employer 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, establish or amend the job description, and advise the Union as to both. The Union shall have the right to negotiate with the Employer with respect to the rate of pay established for such new or substantially changed permanent job classification, provided that the Unit President presents the City with a written request to enter into such negotiations within five (5) regularly scheduled working days after such notice is given to the Union.

Section 8: Posting of Position Vacancies. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the Employer shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of seven (7) regularly scheduled working days prior to the application deadline. Such vacancy shall also be advertised for outside applicants.

It is recognized by the parties to this Agreement that the Employer must strive in all cases to hire those individuals who, in its judgment, represent the best qualified applicants for any position vacancies. Selection criteria for any position vacancy shall, therefore, be established at the sole discretion of the Employer. The Employer agrees that in evaluating applicants for City employment, it shall not discriminate against current employees. In cases where one or more current City employees seek a posted vacancy and meet all qualifications for the position in question, the City shall hire the best qualified current City employee making application for that position unless a non-employee possesses job qualifications which are superior to those of all internal applicants in light of the selection criteria established by the Employer.

Section 9: Trial Period. When any current employee applies for and is awarded a different position with the Employer, he/she shall serve a probationary period of ninety (90) work days, except in cases where an employee is awarded a different position within his/her same department, in which case said probationary period shall be sixty (60) work days. Any regularly scheduled work days during which the employee is absent from work shall not be counted toward the designated probationary period.

In the event an employee applies for and is awarded a different job with the Employer and decides during this probationary period in that position that he wishes to return to his former position, he may so elect and, on written request, shall be returned to the position and pay grade that he held immediately prior to his promotion. Likewise, if the Employer determines that such an employee, during his probationary period, is unable to satisfactorily meet the requirements of the position to which he has been promoted, it may terminate his employment in that position but shall allow him to return to the position and pay grade that he held prior to his promotion.

In cases of the Employer returning an employee to his former position, the employee shall have a right to grieve only if such action by the Employer is arbitrary and capricious.

Section 10: Temporary Transfer. Recognizing that the service needs of the Employer change from day to day and season to season, the Employer shall have the right to temporarily transfer an employee from one job classification 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 Employer shall also have the right to temporarily transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise.

When the City needs to temporarily transfer an employee to another position, it will first seek volunteers from among qualified employees. If no volunteers are forthcoming, the City can temporarily transfer an employee of its choosing from among those qualified for a period of up to forty-five (45) calendar days. After forty-five (45) days, the City may temporarily transfer another employee into the temporary position, also for up to forty-five (45) calendar days, and so on. During this period, the employee's position will remain open.

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. Any employee temporarily transferred to a job classification with a higher maximum pay rate in accordance with the provisions of this section shall be paid the applicable wage rate for the higher paying job classification. Any employee temporarily transferred to a job classification with a lower maximum pay rate, in accordance with the provisions of this section, shall continue to be paid his regular wage.

ARTICLE 10
Leaves of Absence

Section 1: Personal Leave of Absence. The Employer 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 that such employee can be spared from his work and provided that there is good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days and may be extended by the Employer, on written request of the employee, for additional periods of up to thirty (30) calendar days each.

Section 2: Funeral Leave. Regular full-time employees shall receive the amount of pay they would have received on a regularly scheduled work period, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. The payment shall not be made for any of such three (3) days on which the employee, for any other reason, would have been absent from work. The three (3) days shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following the funeral. To be eligible for such pay, the employee must notify the Employer as soon as possible of the necessity for such absence.

Employees shall also be allowed use of two (2) accrued vacation days or two (2) accrued personal days or two (2) days of unpaid leave in addition to the above-described paid funeral leave in the event of a death in their immediate family. Employees shall also be allowed to use one (1) vacation day or one (1) personal day or one (1) day of unpaid leave to attend the funeral of any relative not among those already listed as immediate family as defined herein.

Immediate family is to be defined as the employee's current spouse, child, step-child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, or any other relative residing in the employee's household.

Employees requesting use of a personal day, compensatory time day, or vacation day to attend the funeral of an aunt, uncle, niece, nephew, or cousin shall not be denied use of such leave time. Also, the City will advance a personal day from his/her next allotment of personal leave days to any employee who wishes to attend the funeral of any above-listed relative but lacks the available time.

Section 3: Leave of Absence for Jury Duty. A regular employee shall be granted a leave of absence with pay up to a maximum daily rate of eight (8) hours at his straight-time hourly rate in order to serve required jury duty. In such cases, all jury fees shall be signed over to the Employer excluding mileage. In order to receive the payment referred to above, an employee must give his Department Head 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.

In the event that the employee is excused from jury service on any day before 1:00 p.m., he must return to work for the balance of the work day in order to receive any City pay for that day. This paragraph shall not apply in cases where the employee is serving jury duty at a location outside of Berrien County.

Section 4: Military Leave. The Employer agrees to abide by applicable federal and state law with regard to leaves of absence for military service.

Section 5: Child Care Leave. Employees will be allowed to take, without pay, without accrual of retirement credit or benefits, and without loss of seniority, a leave of absence of up to six (6) weeks following the birth or adoption of a child for child care purposes. Any disability associated with pregnancy or childbirth will be treated the same as any other illness or disability under the sick leave provisions of this contract.

ARTICLE 11 **Medical Examinations**

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary. Examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his duties, the employee involved may be granted a leave of absence.

Recognizing that the City affords employees the benefits of paid sick leave, workers' compensation, and unpaid leaves of absence, the City shall be under no obligation to provide "light duty" employment to employees who are temporarily unable to meet all the requirements of their job classifications due to any physical or mental unfitness as described above.

ARTICLE 12 **Hours of Work and Pay Periods**

Section 1: Hours of Work and Shifts. The normal hours of work for all full-time employees shall average forty (40) hours per week. Nothing in this contract, however, shall be construed as a guarantee of the herein referred to hours per week or pay per week. Specific work schedules will be set by the Department Head who may modify work schedules at his discretion to meet public service needs.

Section 2: Weekend Scheduling. The City reserves the right to schedule Saturday or Sunday as a regular work day in order to better meet public service needs or comply with requirements imposed by government agencies. Employees shall be paid at their regular straight-time rate for work performed on Saturdays and/or Sundays, unless such weekend work results in their qualifying for overtime compensation, consistent with the standards set forth in Article 13 – Wages and Overtime.

In those instances where the City deems it necessary to assign employees to work on Saturday and/or Sunday as a normal work day, it shall first seek volunteers from among the employees in the affected job classifications to work on the weekend day(s) in question. If sufficient volunteers are not obtained to meet the City's staffing needs for the weekend period(s) in question, then individuals within the subject job descriptions shall be assigned by their Department Head to such weekend work, such assignments to be made in inverse order of their seniority. In instances where the city must assign employees to work Saturday and/or Sunday as a normal work day, without overtime compensation, the City shall be required to so inform such employees at least 72 hours in advance of implementing such assignments. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

In those instances where the Employer reasonably expects that its need for assigning Saturday and/or Sunday as a regular work day will continue for a period exceeding four (4) weeks, the Department Head may establish a rotating weekend work schedule, whereby each individual in the impacted job classification(s) is assigned to work Saturday(s) and/or Sunday(s) on a rotating basis, so that such weekend work is equalized among all employees in the impacted job classifications to the extent possible.

When such weekend scheduling shall be necessary for a period in excess of twelve (12) consecutive weeks, the Employer agrees that the City Manager shall meet with the Union bargaining committee for purposes of discussing the impact of such scheduling on the employees involved. This paragraph shall not apply to weekend scheduling arrangements in effect prior to the effective date of this contract at the Wastewater Treatment Plant.

Section 3: Starting Time. Whenever the Employer deems it necessary to change the starting hour of the normal work day, the Employer shall furnish all affected employees and the Unit President with written notice of said modification at least three (3) days in advance of implementing said modification. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

Section 4: Work Week and Pay Period Computations. For purposes of this Agreement, the work week shall begin at 12:01 a.m. Thursday morning and end at midnight on Wednesday and the work day shall be a calendar day.

The Employer's pay period shall contain two full work weeks with paychecks to be distributed to employees during their work shift on the Friday following the Wednesday on which the pay period ends.

Section 5: Lunch and Break Periods. Employees at City Hall will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at the discretion of the supervisor. Employees of the other departments covered by this Agreement will be allowed a thirty (30) minute lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at

the discretion of their supervisor. All employees shall be entitled to a fifteen (15) minute paid break during the first half of the shift and a fifteen (15) minute paid break during the second half. The times and locations for morning and afternoon breaks are to be set at the discretion of the supervisor.

It is understood and agreed that the timing of such breaks 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.

Section 6: Overtime Assignments. When the Employer determines that it is necessary or desirable for overtime hours to be worked, it will first attempt to fill such work hours by seeking qualified volunteers from within the bargaining unit. If a sufficient number of qualified employees do not volunteer for this work, the Employer may require bargaining unit employees to perform the overtime work when the Employer determines that there is an emergency or an immediate need for such work to be performed, or may utilize other available means to have the work performed.

A record of all overtime assignments shall be kept and posted monthly in each operating department or division by the Employer. Overtime assignments, whether voluntary or mandatory, shall be offered to the qualified employee(s) with the lowest number of overtime hours worked as of the last monthly posting in any July 1st to June 30th period. Overtime hours are to be equalized as much as possible. Employees refusing overtime will be charged on the record as having worked that number of hours except for those on normal leaves such as sick leave, vacation, bereavement leave, and personal business leave.

Section 7: Compensatory Time. Employees who are required to work overtime may elect to receive compensatory time in lieu of pay for up to a forty (40) hour accumulative bank. This accumulative bank of compensatory time may exceed forty (40) hours each year if mutually agreed to by Employer and employee. This compensatory time shall be credited at the rate of one and one-half (1-½) hours for every one (1) hour of overtime worked. As of the last pay period of each calendar year, employees shall be paid in cash for any unused accrued compensatory time, reducing their bank of compensatory time to zero.

The scheduling of compensatory time off shall be arranged in advance by the employee and their department foreman. A request for use of compensatory time off, except for funeral leave per Article 10, Section 2, may be denied or cancelled if it would unduly disrupt City operations.

Section 8: Call-In Pay. Employees called in for work at times outside their normally scheduled shifts shall be guaranteed a minimum of two (2) hours pay. Such call-in time shall be counted as "hours worked" for purposes of determining overtime eligibility as discussed in Article 13, Section 3.

ARTICLE 13
Wages and Overtime

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

Section 2: Placement of Employees Within Wage Schedule. Newly hired probationary employees in those job classifications contained in Appendix A shall commence work with the City assigned to Step 1 or 2 of their identified wage range, with such placement to be determined exclusively by the City Manager taking into account the new hire's qualifications.

Upon successful completion of his probationary period, each new hire shall be eligible for a wage increase of one full step within his position's wage range. This increase shall be based on a merit review (performance evaluation) by the employee's supervisor and shall be at the discretion of the City Manager. Thereafter, such employees shall be eligible for consideration for further merit increases of one step per year based on a merit review conducted by their supervisor on each annual anniversary of the end of their probationary period.

Non-probationary employees who were employed by the City of Buchanan as of July 1, 1989, shall be eligible for consideration for a wage increase within their position's identified wage range effective July 1, 1989, and each year thereafter. Such increase shall be considered in accordance with the procedure set forth in the final paragraph of this section.

Employees who attain Step 7 within their designated wage range shall be eligible for no additional wage increases, Step 7 representing the maximum rate of pay for any range.

Employees shall be granted a step increase if their written performance evaluation rates their performance to be satisfactory or better. In the event that an employee's written performance evaluation results in his performance being rated unsatisfactory, his step raise shall be denied. However, the Employer shall state in writing the reasons for the unsatisfactory rating and shall perform a second written evaluation of the employee's performance three (3) months thereafter. At the discretion of the City Manager and Supervisor, a satisfactory rating on that second evaluation shall make the employee eligible for his step increase effective with the date of said second evaluation.

Section 3: Overtime. Overtime will be paid at the rate of one and one-half (1-½) times the regular rate of pay for all hours worked in excess of forty (40) hours per week, computed to the nearest tenth (1/10) of an hour. Time off for excused absences, including sick leave, vacation leave, bereavement leave, jury duty, and holidays shall be counted as "hours worked" for purposes of determining an employee's eligibility for overtime pay in a given pay period.

ARTICLE 14
Vacations

Section 1: Eligibility and Allowance. Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees shall be entitled to paid vacation in accordance with the following schedule:

Completed Years of Continuous Service	Vacation Hours
Successful Completion of Probationary Period	Forty (40) Hours
One (1) Year	Forty (40) Hours
Two (2) – Five (5) Years	Eighty (80) Hours
Six (6) – Eleven (11) Years	One Hundred Twenty (120) Hours
Twelve (12) or More Years	One Hundred Sixty (160) Hours

Section 2: Procedure. The time at which an employee shall take his or her vacation shall be determined by the Department Head with due regard to the wishes of the employee and particular regard for the needs of the department. Sufficient advance notice of not less than two (2) weeks shall be given to the Department Head or his designee to allow him to make the vacation schedules and to arrange working schedules accordingly. All vacation leave shall be requested in writing on a form provided by the City.

Employees may take up to two (2) days of annual vacation leave in half day (four hour) increments; all other vacation days shall be taken in full day (eight hour) increments.

The year shall be divided into two (2) six (6) month periods for the purpose of scheduling vacation. April 1st through September 30th shall be known as the summer schedule. October 1st through March 31st shall be known as the winter schedule.

Requests for vacation leave shall be governed on a division seniority basis, providing the employees submit their vacation requests by March 1st for the summer schedule and September 1st for the winter schedule.

Any employee electing not to request his or her vacation leave before the dates specified above may make his or her request on a first come, first serve basis.

In cases where one or more regular City paydays are scheduled to occur during an employee's approved vacation leave for three (3) days or more, the employee may receive his paycheck for such payday(s) at the end of his last regularly scheduled work day prior to vacation.

Section 3: Termination of Employment. Upon an employee's termination of employment, except where such termination is for misconduct and except in cases where an employee fails to give two (2) weeks' notice of his resignation, an employee

shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay. For an employee who dies after completing his probationary period, his designated beneficiary shall be entitled to receive pay for the employee's unused vacation time.

Section 4: Forfeiture of Unused Vacation Leave. Unused vacation leave may not be carried over past an employee's anniversary date nor shall employees receive compensation for unused vacation leave, except as provided for in Section 3 above, and except in instances where previously approved vacation leave time is cancelled by the Employer within ninety (90) calendar days prior to the employee's anniversary date and it is not possible for the Employer and employee to reach agreement on use of all of the employee's vacation leave prior to his anniversary date. In the latter case, the employee shall be eligible to receive cash compensation for his unused vacation leave payable on the next regular payday following his anniversary date, or the employee may elect to carry over said unused vacation leave for up to ninety (90) days past his anniversary date.

ARTICLE 15 **Holidays and Personal Leave Days**

Section 1: Definition. The following days are designated as holidays under this Agreement: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, one-half (½) day Good Friday, the employee's birthday, and three (3) personal days.

If any of the above holidays occur on Saturday, the holiday shall be recognized by the City as occurring on the preceding Friday. If any of the above holidays occur on a Sunday, the holiday shall be recognized by the City as occurring on the following Monday. Consecutive holidays (such as Christmas Eve Day and Christmas Day or New Year's Eve Day and New Year's Day) which fall on a Friday and Saturday, or a Saturday and Sunday, or a Sunday and Monday shall be recognized as occurring on the Friday before and the Monday after the weekend.

Martin Luther King's birthday is not recognized as an official City holiday. However, the City agrees to grant the use of an accrued personal leave day or an accrued vacation day to any employee requesting to use such a leave day for observance of the Martin Luther King holiday.

Section 2: Holiday Pay. Employees who are regularly scheduled to work on a day that is recognized by the City as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day that is recognized by the City as a holiday and who are required to work shall receive in addition to holiday pay, one and one-half (1-½) times their regular straight-time hourly rate of pay for each hour actually worked on the holiday.

Section 3: Eligibility for Holiday Pay. In order to receive holiday pay, an employee must have completed his probationary period and must actually work on his last scheduled work day before the holiday and his first scheduled work day following the holiday, unless his failure to work on such day is due to a regularly scheduled vacation leave, personal day, sick leave, or bereavement leave. Employees scheduled to work on a holiday must actually work the holiday to receive holiday pay.

Section 4: Holidays During Vacation. When a paid holiday occurs during an employee's regular vacation period, such employee's vacation leave bank shall not be charged for that day.

Section 5: Eligibility for Personal Days. Employees shall receive one (1) personal leave day upon completion of the probationary period and three (3) personal leave days per year after one full year of employment. Unused personal days may not be carried over past an employee's annual anniversary date, nor shall employees under any circumstances receive cash compensation for unused personal days. Personal days may be taken in whole (eight hour) or half (four hour) increments.

ARTICLE 16 **Sick Leave**

Section 1: Accrual and Use of Sick Leave.

- a. It is agreed that employees shall earn and be granted a sick leave of absence with pay under the following conditions and qualifications:
 1. After completion of six (6) months employment an employee shall be credited with five (5) days of sick leave and shall be credited with sick leave at a rate of ten (10) days per year, accrued on a biweekly basis, thereafter. The accumulation of sick leave is unlimited.
 2. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.
 3. In the event of death or when an employee retires at a time when he is eligible to receive monthly retirement benefits under the current retirement policy in effect with the City, an employee or designated beneficiary may convert to cash and draw up to thirty (30) days of any accumulated sick leave.
- b. To qualify for sick leave payments, the employee must report his intended absence to his supervisor not later than thirty (30) minutes after the start of his scheduled shift unless it is established that the employee was unable to contact the Employer.

- c. A doctor's certificate will be required for all sick leave when an employee is absent for any period exceeding three (3) consecutive days. Upon request, the employee may be required to justify his use of sick leave when it appears from the use of sick leave that said employee is abusing his sick leave benefits. If abuse is found, the employee may be disciplined.

When an employee is incapacitated as a result of an injury arising out of and in the course of his employment for which he is eligible to receive workers' compensation benefits, he may use his sick leave credits so that when combined with this workers' compensation benefit, he will continue to receive his regular pay.

- d. Accumulated sick leave may be used if a member of the employee's immediate family is ill. The Employer shall have the right to require a physician's note before granting such leave.
- e. An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while working in the capacity of a private contractor to another party.

Section 2: Bonus for Non-Use of Sick Leave. An additional personal leave day shall be granted to any employee who does not utilize sick leave during any period of six (6) consecutive months. The employee shall receive written notice of the award of such a bonus personal day from the City's payroll department. Such additional personal leave day must be used by the employee within twelve (12) months of such written notice of award, or it shall be forfeited.

ARTICLE 17 **Miscellaneous**

Section 1: Insurance. The City presently offers health and life insurance to all full-time regular employees.

- a. **Hospital - Medical.** All full-time employees, upon commencement of work, are required to enroll in the Employer's health plan unless they can furnish proof that they are covered by a spouse's plan.

If an employee is covered by other health insurance and so elects, that employee, upon proof of such other coverage, will be paid every six (6) months in arrears fifty (50%) percent of the cost of his health insurance premium cost saved by the City.

The Union will accept and the City agrees to pay a monthly City contribution for health insurance in an amount equal to ninety (90%)

percent of the employee's health insurance premium, toward the City's insurance plan.

The insurance plan to be provided to employees covered by this Agreement shall be the "MEBS Three Star L.A. Alternative \$10.00 NPA Rx" plan with a 50/100 deductible provided, however, that the City shall have the right to change carriers so long as equivalent health insurance benefits and coverages are maintained.

- b. **Life Insurance.** The City agrees to provide all employees with term life insurance coverage in the amount of \$25,000.00 per employee throughout the term of this Agreement.

A certificate of life insurance shall be provided to each employee.

Section 2: Uniforms. The Employer shall continue the policy it had prior to the execution of this Agreement regarding the furnishing of work uniforms. In turn, employees shall be required to wear such uniforms whenever on the job.

- a. Employees shall be reimbursed up to Seventy-Five and No/100 (\$75.00) Dollars each year for the purchase of safety footwear. Employees must provide proof of purchase of said footwear.

Section 3: Bulletin Board. The Employer shall provide a bulletin board for each department on which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4: Address and Telephone. All employees shall provide the Employer with their current address and telephone number and any change therein. The Employer agrees to provide the Union with copies of the names and addresses on record whenever so requested by the Unit President.

Section 5: Copies of Agreement. The Employer agrees to provide to each employee a copy of this Agreement.

Section 6: Travel on City Business. Employees who are obliged to travel in the performance of their duties on City business will be reimbursed the amount of their expenses for transportation, meals, lodging, and other incidental expenses necessary in such travel, in accordance with policy guidelines established by the City. Employees who drive their personal cars on City business will receive mileage allowance based on the current IRS standard rate. In order for an employee to be given an allowance for necessary expenses, it must first be authorized by the employee's Supervisor.

Section 7: Education Reimbursement. The City agrees to reimburse an employee his tuition and book expenses up to a maximum of Two Hundred and No/100

(\$200.00) Dollars per semester for all job-related courses taken by employee whether on campus or by correspondence, provided that:

- a. Such courses are approved by the Supervisor and the City Manager, and
- b. The employee successfully completes the course with a satisfactory grade.

In addition, the City shall pay the entire cost of any seminars or course-work required by the employee to maintain professional licenses or certifications required of his job classification. Such costs will be authorized only on approval of the Department Heads.

Section 8: Time Clocks and Docking. The Employer reserves the right to utilize time clocks and to require that employees punch such clocks on arriving at work at the beginning of their shift, on leaving work at the beginning of their unpaid lunch period, on returning to work from their unpaid lunch period, and on leaving work at the end of their shift.

Employees punching in late for their regular shift or on returning to work after lunch without their department head's advance approval may be docked for each one-tenth (1/10) of an hour or portion thereof (to the next six (6) minute increment).

Section 9: Temporary Lead Person. The City Manager may designate one individual within each of the departments or divisions thereof covered by this contract to serve as "temporary lead person" within his/her respective department or division charged with department/division record keeping, assigning work tasks, and responding to citizen requests for service at any time when the chief supervisory employee for that department or division is absent for at least one full working day.

Such individuals, while performing the duties of temporary lead person in accordance with the paragraph above, shall receive compensation of \$1.00 per hour in addition to his or her normal rate of pay. The City Manager shall also have the right to designate alternative individuals within the above-named departments and divisions who shall serve as lead persons in the absence of both the chief supervisory employee and the designated temporary lead person. The City Manager reserves the right to make changes in the individuals so designated at any time, provided that written notice shall be served to the Unit President at least twenty-four (24) hours in advance of any such change in designation.

ARTICLE 18 **Pension**

Effective July 1, 1991, the City shall provide employees with pension benefit B-1, as defined by the Michigan Municipal Employees Retirement System.

Effective January 1, 1993, the employee contribution for pension purposes shall be five (5%) percent of all wages.

ARTICLE 19
Part-Time Employees' Benefits

If, during the term of this contract the Employer hires permanent, part-time employees into a position covered by this Agreement, the Employer shall notify the Union Steward in advance of such hiring and the parties shall thereafter meet at a mutually agreed upon time but under no circumstances later than two (2) weeks after the date of notice to the Union and shall negotiate with regard to wages and other terms and conditions of employment for the new employees.

ARTICLE 20
Non-Applicability of Personnel Policy

This Agreement shall pre-empt the City's general personnel policy.

ARTICLE 21
Non-Renewal

This Agreement shall not automatically renew as of its expiration date. In the absence of a new collective bargaining agreement following the expiration of this Agreement, the terms of this Agreement may be extended only upon the written agreement of both parties.

ARTICLE 22
Severability and Savings

If any Article, Section, paragraph, or clause of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article, Section, paragraph, or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article, Section, paragraph, or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article, Section, paragraph, or clause is held invalid or compliance with or enforcement of which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph, or clause during the period of invalidity or restraint.

ARTICLE 23
Duration


This Agreement shall be effective from July 1, 2000, and shall remain in force until 12:01 a.m. June 30, 2003. If either party desires to terminate, amend, modify, or alter this Agreement, such party shall, on or before the 90th day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, or renegotiate this Agreement. This Agreement may be reopened for the sole purpose of negotiation of wages and health insurance on July 1, 2002. Either party desiring to so reopen this Agreement for such purposes shall give ninety (90) days written notice to the other party prior to July 1, 2002, of such desire to reopen this Agreement.

ARTICLE 24
Economic Reopener

The City's Collective Bargaining Agreement with the Police Officers Labor Council will expire June 30, 2001. In the event that members of the Police Officers Labor Council's bargaining unit receive across the board wage increases of greater than three (3%) percent (either through a negotiated settlement or through an Act 312 award) in either the 2001-2002 contract year or the 2002-2003 contract year of their successor labor agreement, then the economic provisions of this contract will be reopened for re-negotiation for either year in which the Police Officers Labor Council's across the board wage increase exceeds three (3%) percent.

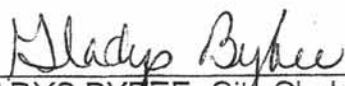
IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be signed on the day and year first above written.

CITY OF BUCHANAN

By: 
JOHN GARMIRE, Mayor


By: 
JEFF WILKINS, City Manager

ATTEST:

By: 
GLADYS BYBEE, City Clerk

SERVICE EMPLOYEES
INTERNATIONAL UNION

By: 
JAMES KEHOE, SEIU

By: 
JOHN BROWN, President SEIU

Signature Date: Sept. 8, 2000

APPENDIX A

SALARY TABLE -- SEIU LOCAL 586

WAGE RANGE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
1	Deputy Clerk	7/1/00	17,782	18,678	19,629	20,626	21,662	22,768	23,223	Clark
1	Clerk/Cashier	7/1/01	18,315	19,238	20,217	21,244	22,311	23,451	23,919	26,409
1		7/1/02	18,864	19,815	20,823	21,881	22,980	24,154	24,636	27,201
2	Police Admin. Secretary	7/1/00	19,629	20,626	21,662	22,768	23,920	25,147	25,650	
2		7/1/01	20,217	21,244	22,311	23,451	24,637	25,901	26,419	
2		7/1/02	20,823	21,881	22,980	24,154	25,376	26,678	27,211	
3	Equipment Operator; Senior Park Maintenance; Park Maintenance; Bookkeeper	7/1/00	21,452	22,544	23,691	24,903	26,150	27,498	28,049	
3		7/1/01	22,095	23,220	24,401	25,650	26,934	28,322	28,890	
3		7/1/02	22,757	23,916	25,133	26,419	27,742	29,171	29,756	
4	Mechanic; W/W Plant Operator; Water Distribution Foreman	7/1/00	23,691	24,903	26,150	27,498	28,882	30,334	30,941	
4		7/1/01	24,401	25,650	26,934	28,322	29,748	31,244	31,869	
4		7/1/02	25,133	26,419	27,742	29,171	30,640	32,181	32,825	
5	Wastewater Laboratory Operator	7/1/00	26,150	27,498	28,882	30,334	31,871	33,478	34,147	
5		7/1/01	26,934	28,322	29,748	31,244	32,827	34,482	35,171	
5		7/1/02	27,742	29,171	30,640	32,181	33,811	35,516	36,226	