

6/30/2001

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AGREEMENT

between

THE CITY OF CENTER LINE, MICHIGAN

AND

CLERICAL EMPLOYEES

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

JULY 1, 1998 - JUNE 30, 2001

Center Line, City of

100/20

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INDEX

<u>SECTION & TITLE</u>	<u>PAGE</u>
1. INTENT & PURPOSE	1
2. RECOGNITION	1
3. UNION SECURITY	2
4. UNION DUES	2
5. CHIEF STEWARD AND STEWARD	4
6. GRIEVANCES	5
7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS	6
8. VISITS BY UNION REPRESENTATIVES	6
9. DISCIPLINE	7
10. SPECIAL CONFERENCES	7
11. COMPUTATION OF BACK WAGES	8
12. SENIORITY	8
13. SENIORITY LISTS	8
14. LOSS OF SENIORITY	9
15. PART-TIME AND TEMPORARY EMPLOYEES	9
16. LAYOFF DEFINED	9
17. RECALL PROCEDURE	10
18. TRANSFERS	10
19. PROMOTIONS	10
20. VETERANS	11
21. VETERANS LAW	11
22. ARMED FORCES SUMMER TRAINING	11
23. LEAVE OF ABSENCE	11
24. SICK LEAVE	11
25. CHILD CARE LEAVE	13
26. WORKER'S COMPENSATION	14
27. BEREAVEMENT LEAVE	15
28. LONGEVITY PAY	16
29. SUPERVISORS	18
30. HOURS OF WORK	18
31. PREMIUM PAY	18
32. OVERTIME	19
33. HOLIDAYS	19
34. VACATIONS	20
35. HOSPITALIZATION AND MEDICAL INSURANCE, DENTAL AND OPTICAL INSURANCE ...	21
36. RETIREMENT	22
37. LIFE INSURANCE	23
38. EDUCATION	24
39. RATES OF PAY	24
40. UNION BULLETIN BOARD	25
41. MANAGEMENT RIGHTS	25
42. PERSONAL BUSINESS DAYS	27
43. APPLICATION FOR LEAVE	27
44. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT	27
45. TERMINATION	27



AGREEMENT

THIS IS AN AGREEMENT entered into this 30th day of August, 1999, and effective July 1, 1998, by and between the City of Center Line, Michigan, hereinafter referred to as the "**EMPLOYER**" and Governmental Employees Labor Council, hereinafter referred to as the "**UNION**".

1. INTENT.

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

PURPOSE.

The general purpose of this Agreement is to stabilize relations between the Employer and Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 336 of P.A. of 1947, as amended), the Employer hereby recognizes the Union during the entire term of this Agreement as the sole and exclusive collective bargaining agent on behalf of all its Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, on behalf of any of its Employees coming within the meaning of this Agreement at any time during the terms of this Agreement. PROVIDED: that any individual employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not

inconsistent with the terms of this agreement. PROVIDED: that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is:

All clerical employees of the City of Center Line, including all regular full-time clerical employees holding the following classifications

Secretary
Clerk Typist
Library Assistant

but, EXCLUDING the City Manager's Executive Secretary, the Deputy City Treasurer, Supervisors, all regular full time Clerk Typists in the Department of Public Safety performing dispatch and emergency telephone operator duties, all part time or temporary employees, and all other employees not mentioned herein."

3. UNION SECURITY.

All present Employees of the Employer covered by this Agreement who are members of the Union on the date of this Agreement shall remain members of the Union in good standing for the duration of this Agreement.

During the term of this Agreement, every employee within the Bargaining Unit's contract positions who is not a member of the Union shall, as a condition of continued employment, on and after their 30th calendar day of employment, pay to the Union a service charge equivalent to union dues per month.

4. UNION DUES.

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union dues and initiation fees

(not including fines or assessments) for any Employee submitting a signed payroll deduction

authorization (in the form set forth in subparagraph 4[h] below) to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

(c) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-Off Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of Dues to Financial officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10) day of the following month. The Employer shall furnish the designated financial officer of the Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off Dues forms but for whom no deductions have been made.

(e) Termination of Check-Off. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the Employee is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such Employees following the end of the month in which the termination took place. Any Employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration date of this Agreement.

(f) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

(g) List of Members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(h) Form of Authorization.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____

Classification _____

To: City of Center Line, Michigan

Effective _____, _____, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees, as certified by the Union.

The amount deducted shall be paid to the Union. This Authorization shall remain in effect unless terminated by me, by written notice to the Union and Employer, as set forth in the agreement.

_____(Name)
_____(Address)

5. CHIEF STEWARD AND STEWARD.

(a) Employees shall be represented by a Chief Steward and a Steward who shall be regular employees and working in the department.

(b) The Union will immediately notify the Employer, in writing, of the names of its stewards and any change of personnel in these positions.

(c) The Stewards, during their working hours, without loss of time or pay, may, in accordance with the terms of this section, investigate and present grievances to the Employer upon having received permission from their Department Head. The Department Head may grant permission provided that the Stewards' absence will not interfere with the work of the department. The privilege of

the Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and the Stewards will perform their regularly assigned work at all times, except as provided herein. Any alleged abuse will be proper subject for a Special Conference. (See Section 10 for definition of Special Conference).

6. GRIEVANCES.

In the event of a dispute, difference or disagreement between the Employees Union and the Employer regarding the interpretation or application of this Agreement, the following procedure shall be utilized to adjust the matter:

(a) STEP ONE. When an Employee feels that they are aggrieved, they shall within five (5) working days after the act or incident complained of, present their grievances orally to their Department Head. The Stewards may be present at this step if so requested by the Employee.

(b) STEP TWO. If the Employee and the Department Head are unable to adjust the grievance, it shall be reduced in writing, setting forth the facts necessary to an understanding of the issues involved, signed by the Employee or their representative, and submitted by the Stewards to the Department Head for resolution.

(c) STEP THREE. If the grievance still can not be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Chief Steward and Steward.

(d) STEP FOUR. In the event that the grievance shall not have been satisfactorily settled in the three preceding steps, either party within thirty (30) working days after the date of the conclusion of Step Three above may, by letter to the Federal Mediation and Conciliation Service (FMCS), submit the matter to said FMCS for arbitration and an earnest effort shall be made by both parties to

expedite arbitration. The Arbitrator may not add to, or subtract from, change or amend any of the terms of this Agreement. The decision of the Arbitrator, which is subject to appeal by either party to judicial review, shall be final and binding on all parties.

7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

(a) In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step within the time limit for exercising said appeal commencing with the expiration date of the Employee's grace period for answering.

(b) Any grievance not appealed from an answer at Step Three (3) of the grievance procedure to the next step, except for appeals to arbitration, of the grievance procedure within thirty (30) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(c) A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(d) Grievances shall be filed within thirty (30) calendar days of the event, occurrence or knowledge of the facts giving rise to the grievance.

8. VISITS BY UNION REPRESENTATIVES.

The business representative of the Union shall have reasonable access to the Employee's premises where unit Employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the Department Head and that the visit does not interrupt the normal work of the department.

9. DISCIPLINE.

(a) Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion or discharge.

(b) Discipline shall be only for just cause. The Employer whenever possible, shall give the Steward notice prior to suspension or discharge. In any event, notice will be given as soon as possible to the Steward, with a copy mailed promptly to the GELC Staff Representative, of any disciplinary action. In such cases the time limit for filing grievances shall commence upon the Steward's receipt of such notification.

(c) The Union may submit written grievances directly to the Third Step of the Grievance Procedure in cases involving suspension or discharge.

10. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Unit Representative and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union.

11. COMPUTATION OF BACK WAGES.

All claims for back wages shall be limited to the regular earnings the employee would have earned less any unemployment compensation benefits and less any earnings from any other source during the period in question.

12. SENIORITY.

(a) All new Employees shall be regarded as probationary Employees for the first six (6) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. In the case of extended probation, the Employee's pay increase will not be granted. At such time as the extended probation period is successfully completed, the Employee's pay increase will be considered retroactive to the beginning of the extension period. Upon completion of the probationary period, the Employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an Employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

(b) Seniority shall be on a Clerical Union basis in accordance with the employee's last date of hire.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

(b) The seniority list will show the names and job titles of all Employees of the Union entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up to date copies at least every ninety (90) days upon their request.

14. LOSS OF SENIORITY.

An Employee's seniority will continue until they (a) quit, (b) are discharged, (c) are absent without notice or excuse acceptable to the Employer for three (3) or more working days, (d) fail to report to work within seventy-two (72) hours after date of mailing written notification to return to work to the Employee's last known address upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception may be made by the Employer.

15. PART-TIME AND TEMPORARY EMPLOYEES.

(a) Part-Time Employees. A part-time employee shall mean secretarial/clerical personnel excluding co-op, student/employees and employees hired under Federal training programs hired to work no more than twenty (20) hours per week and who are not covered by the bargaining unit and receive no fringe benefits.

(b) Temporary Employees. A temporary employee shall mean an employee of the City of Center Line who may work on a full or part-time basis for a period of not more than ninety (90) days in one calendar year.

16. LAYOFF DEFINED.

(a) The word "Layoff" means a reduction in the working force.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Substitute, part-time and temporary employees will be laid off first and then probationary employees. Then layoffs shall be made by classification in the inverse order of departmental seniority. Employees may bump less senior employees in lower classification provided they can perform the work required, in which event they shall receive the pay rate of the lower classification into which they bump.

(c) The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the employees affected and seven (7) days notice to the Union together with a list of the names of said employees to the Union.

17. RECALL PROCEDURE.

When an increase in force is necessary, Employees previously laid off will be recalled in the inverse order of layoff. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with their Department Head. Recall rights for an Employee shall expire after a period of layoff equal to their seniority upon layoff, or eighteen (18) months, whichever is less.

18. TRANSFERS.

(a) If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, they shall have accumulated seniority while working in the position to which they were transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly created position within the City, Employees shall be given the opportunity to transfer or promote under the following procedure; Promotions and transfers shall be on the basis of qualifications and seniority. When two or more employees possess equal qualifications, then seniority will be the governing factor. All vacancies and newly created positions within the City shall be posted in an appropriate place in each department at least four (4) working days prior to filling such vacancy or newly created position.

19. PROMOTIONS.

Promotions to positions within the various departments shall be filled by promotions among persons holding positions in the next lower classification in the department. Promotions shall be based

upon the qualifications of the person promoted as shown by their previous service and experience. The City shall post said position(s) in appropriate places.

20. VETERANS.

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended

21. VETERANS LAW.

Except as herein before provided, the re-employment rights of Employees and probationary Employees will be limited to applicable laws and regulations.

22. ARMED FORCES SUMMER TRAINING.

Employees who are in the Armed Forces Reserve or the National Guard can use accrued vacation time if required to attend summer training or may take time off without pay. (Universal Military Training and Selective Service Act).

23. LEAVE OF ABSENCE.

If an Employee desires an unpaid leave of absence:

(a) for less than seven (7) calendar days, the employee will make the request to the Department Head. If the request is denied, it may be submitted to the City Manager.

(b) for seven (7) calendar days or more, the Employee will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave of absence for a period of not more than thirty (30) calendar days may be granted an Employee.

24. SICK LEAVE.

(a) Whenever an employee is unable to report to work due to illness or non-job related injury or recurrence thereof, the necessary time off will be granted on request to the Department Head.

Employees will be eligible to collect compensation for sick leave after one (1) year of service. The Department Head may require medical verification to justify use of sick leave in cases of three (3) or more consecutive days of sick leave, or after six (6) instances of sick leave in a fiscal year, or when an employee's pattern of sick leave usage indicates abuse of sick leave. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workers' Compensation Benefits and/or the Retirement System established pursuant to Act 427 of Public Acts of 1984, as amended, relative to total and permanent disability provided for therein.

(b) Any number of sick days (1, 2, 3, etc.) taken consecutively are to be considered as one instance of sick leave. For the purpose of determining when the City may require medical verification to justify the use of sick leave, every instance will be counted as defined above in subsection (a).

(c) For those employees hired prior to October 1, 1992, such sick leave in each case of illness or non-job related injury or recurrence thereof shall be limited to a maximum of six (6) months of sick leave absence. Employees hired after October 1, 1992, shall be limited to a maximum of one (1) month for each full year of service completed by the employee at the time of commencement of a sick leave absence, to a maximum of six (6) months for employees with six (6) or more full years of service. Full pay and benefits shall be continued during the sick leave absence for the period of time earned according to years of service.

(d) When sick leave benefits, as defined in subsection (c) are exhausted, an Employee status change occurs wherein the Employee becomes inactive. An inactive Employee may request up to six (6) months additional unpaid medical leave of absence by written request to the City Manager. If such request for leave of absence includes a written recommendation from the Employee's physician; and if requested by the City Manager, said recommendation may be confirmed by the City's physician;

and if said recommendation indicates a date certain of the Employee's return to active status, the Employee's fringe benefits will be continued but limited to the following: Hospitalization Insurance, Dental Insurance, Optical Insurance, full Life Insurance. The Employee's status will remain inactive until such time as the Employee's physician and the City's physician agree on a date certain for return to full duty status or the expiration of six (6) months, whichever comes first. Employees unable to return to an active duty status, whose unpaid medical leave of absence has expired, shall be considered to have their employment terminated.

(e) After the maximum of six (6) months of sick leave absence or a combination of sick leave absence and unpaid medical leave totaling six (6) months, the Employee will be placed on Long Term Disability.

(f) Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the employee.

25. CHILD CARE LEAVE.

(a) The Employer may grant leave without pay after employee's doctor certifies they are physically capable of returning to work. Child Care Leave may be extended upon request at the Employer's option not to exceed three (3) months after Employee's doctor certifies they are physically capable of returning to work.

(b) The parties agree that all steps necessary to comply with the Federal Family Medical Leave Act (FMLA) shall be taken. The City may require substitution on accrued paid leave time for FMLA leave when the law permits and may require the repayment of health insurance costs when the law permits.

NOTE: When Employee's doctor certifies they are physically unable to work due to pregnancy, such condition will be treated as any other sickness for which full paid benefits apply. Employee shall work as long as their doctor certifies they are physically capable and they shall return to work as soon as their doctor certifies they are physically capable of returning to work.

26. WORKER'S COMPENSATION.

A member of this Unit who incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City (which bodily injury totally incapacitates such Employee from performing any available City employment) shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- (a) The Employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- (b) The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- (c) Any Employee suffering an injury within the meaning and definition of the paragraph shall file a report in writing relating to such injury with their Department Head on the day such injury occurs or if physically unable to do so because of the nature of such injury then a physician's report in writing in relation to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the Department Head shall be transmitted forthwith to the office of the City Manager.
- (d) The Employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

(e) The Employee so incapacitated shall be continued on the City payroll during the period of payment hereinafter set forth.

(f) Disability compensation shall be made to such City employee in the following manner and upon the following basis:

1. The compensation received by such Employee under the Worker's Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal their regular salary for a period not to exceed one hundred eighty (180) days from and after the original date of absence due to injury.

2. From and after the one hundred eighty (180) day waiting period (see Section 26, Paragraph f[1] above), the Employee shall be compensated, through the Employer's long term disability income plan, for an amount of monthly income equal to the lesser of 66-2/3% of the Employee's earnings or \$1,500.00.

(g) Whenever an Employee has a compensable injury under the Worker's Compensation Act, which results in a settlement, the Employee is obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of injury while receiving Worker's Compensation.

(h) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 427 of Public Acts of 1984, as amended, relative to total and permanent disability provided for therein.

27. BEREAVEMENT LEAVE.

(a) Three (3) days off with pay when death occurs to the husband, wife, mother, father, or children.

(b) Two (2) days off with pay when death occurs to mother-in-law, father-in-law, grandchildren, brother or sister.

(c) One (1) day off with pay when death occurs to the grandparents, uncles, or aunts of the Employee or the Employee's spouse.

(d) Additional time off over and above the amounts specified in a, b, and c, above, or for attendance at funerals of persons not listed in a, b, or c, above, may be allowed upon request to the Department Head and approval of the City Manager.

28. LONGEVITY PAY.

The basis of longevity compensation is as follows:

(a) Eligibility of an Employee shall initially commence when such Employee shall have completed one (1) full year of continuous employment on or before October 31 of any year. Only those Employees hired prior to July 1, 1980 are eligible to receive longevity pay. Employees hired subsequent to July 1, 1980 shall not be eligible to receive longevity pay.

(b) Continuous employment for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the City Manager. PROVIDED, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for Employees shall be based on a rate of the annual salary not to exceed Ten Thousand Dollars (\$10,000.00). PROVIDED, that the compensation to be utilized for computation purposes of a part-time Employee entering upon full-time employment shall be the average compensation received by such employee in the first year of employment until such time as one (1) year of employment is attained.

(d) The following schedule of payment shall apply:

<u>Step</u>	<u>Continuous Years Service on/or before October 31 of each year.</u>	<u>Percent (%) used but on base not in excess of \$10,000</u>
1	1 to 5	2%
2	5 to 10	4%
3	10 to 15	6%
4	15 to 20	8%
5	20 and thereafter	10%

The percentage shall not exceed ten percent (10%) nor apply to a salary in excess of Ten Thousand Dollars (\$10,000.00).

(e) Employees voluntarily leaving the employ of the City, retiring, dismissed for cause or deceased prior to October 31 of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no proration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time, after a two year period of employment will be included as continuous service time in the computation of future longevity payments. PROVIDED, the Employee returns to the employ of the City within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible Employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City of Center Line.

(h) Payments to Employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31 of the following year.

29. SUPERVISORS.

In the event it is considered necessary by the Employer, any Employee in the supervisory force may perform any work in any job classification covered by this Agreement provided regular Employees are not displaced and lose no normal or overtime work.

It is not the intent of the Employer to deprive an Employee of work by assigning work to the Supervisor. However, it should be understood and agreed that Supervisors are permitted to work in case of an emergency or when there is a shortage of qualified help and when regular Employees are sick, on leave and/or on vacation.

No clerical union Employee will be placed in charge of any member within this bargaining unit. All clerical Employees will be under the guidance of the Department Head or a designated employee other than a clerical union member.

30. HOURS OF WORK.

The regular work day is from 8:30 A.M. to 5:00 P.M. Monday through Friday.

The regular hours of work for an Employee of the Center Line Public Library are from 10:00 A.M. to 5:00 P.M. on Monday, Wednesday and Friday and from 1:00 P.M. to 8:00 P.M. on Tuesday and Thursday. Except during the summer months, the regular Saturday hours are from 10:00 A.M. to 3:00 P.M.

Each Employee shall be granted a one (1) hour lunch period without pay. All Employees shall receive a paid fifteen (15) minute rest period in the morning and a paid fifteen (15) minute rest period in the afternoon.

31. PREMIUM PAY.

(a) Premium pay (time and one-half) shall be paid or compensatory time off at the rate of time and one-half shall be granted for all hours worked in excess of seven and one-half (7½) hours

per day of the regular work week, Monday through Friday, and for all hours worked on Saturdays, Sundays and Holidays.

(b) When an Employee is called in to work, a minimum of two (2) hours compensation at time and one-half shall be paid as call-in time, providing this additional time is not an extension of the normal work day.

(c) Employees assigned to a work schedule other than the regular work week of Monday through Friday shall be paid double time for all hours worked, whether regularly scheduled or as fill-in, for any of the following six (6) family holidays:

New Year's Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

32. OVERTIME.

Whenever overtime cannot be filled within the Department, it shall be on a rotation basis according to seniority and qualifications on a city-wide basis, within the bargaining unit. A "no" answer constitutes a turn.

33. HOLIDAYS.

Paid Holidays shall be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Floating Holiday (1)

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee's Birthday

Each employee will receive one (1) additional Floating Holiday per fiscal year for the term of the contract.

When an Employee's Birthday falls on a Holiday, the day following will be considered the "off" day.

When one of the above listed Holidays falls on a Saturday, the preceding Friday will be considered the Holiday. When one of the Holidays falls on a Sunday, the following Monday shall be considered the Holiday.

34. VACATIONS.

(a) Vacation benefits for employees hired before July 1, 1986, shall be as follows:

1 to 5 Years	---	12 days off plus 4 paid days*	---	Total - 16
5 to 12 Years	---	16 days off plus 4 paid days*	---	Total - 20
12 to 15 Years	---	18 days off plus 4 paid days*	---	Total - 22
After 15 Years	---	21 days off plus 4 paid days*	---	Total - 25

(b) Vacation benefits for Employees hired after July 1, 1986, are accumulated at the rate of one-half (1/2) day per month plus one-third (1/3) paid vacation day per month beginning on the first day of the month following employee's date of employment, and applied to vacation balance monthly. Employees with less than one year of service will not be granted leave time for vacation. Vacation days will accrue as follows:

Each Employee will receive six (6) vacation days plus four (4) paid days* upon completion of one year of service. On each anniversary date following, an Employee will receive one additional vacation day until the Employee's ninth (9th) year of service, and two additional days for the tenth (10th) year of service, for a total of sixteen (16) vacations days and four (4) paid days. Upon completion of fifteen (15) years of service and each year thereafter, each employee will receive twenty-one (21) vacation days and four (4) paid days per year.

(c) The first day of July of each year shall be the date used to calculate vacation benefits for all Employees, except that compensation for paid days will occur on the last pay period in June of each fiscal year.

(d) Vacation days shall not be allowed to accumulate beyond thirty (30) days.

*Employees may use paid days as vacation days.

35. HOSPITALIZATION AND MEDICAL INSURANCE, DENTAL AND OPTICAL INSURANCE.

(a) Hospitalization and Medical Insurance.

1. The Employer shall provide hospitalization insurance and medical benefits for qualified Employees, retirees and for their eligible dependents as follows: The Michigan Blue Cross/Blue Shield, Comprehensive Major Medical (CMM) Program (500/1,000), 80/20) with a \$5.00 PPO Prescription Drug Rider (APDBP), by assuming the monthly premiums for each eligible Employee and their eligible dependents. The City will reimburse Employees 50% of all costs incurred on a monthly basis for deductible and co-payments, upon submission of appropriate medical payment receipts.

2. For those Employees that continue in the H.A.P. program, the City shall pay up to the amount of the monthly premium being paid under the CMM program, plus \$30 for single person coverage., \$35 for two-person coverage, or \$50 for family coverage.

3. Payments to employees in lieu of Health Insurance Coverage, for those who elect to opt out of Health Insurance coverage, will be paid pursuant to the terms of the Section 125, Cafeteria Plan, adopted by City Council.

4. Effective July 1, 1999, the Employer will provide Hearing Care Rider (HC) for those employees covered by the Michigan Blue Cross/Blue Shield Hospital and Medical Insurance Program.

(b) Dental Insurance.

1. The Employer will provide dental insurance protection for the Employee and their family by assuming the monthly premiums for each eligible employee and their dependents.

2. Effective July 1, 1999, the employer will provide Orthodontics Plan B, Class III coverage which will consist of 75% coverage up to a lifetime maximum of \$1,500.00 for all eligible persons.

If in its judgment the Employer considers it advisable in the interest of the Employees, another type of local hospitalization, medical or dental plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union Representative.

(c) Optical Insurance. The Employer shall provide and pay the premium for Plan A from the Co-Op Optical Plan, or its equivalent from another carrier for each Employee and eligible family members.

36. RETIREMENT.

The Employer shall continue its membership in the Michigan Employees' Retirement System established pursuant to Act 427 of the Public Acts of 1984, as amended, by providing the Employees with benefit plan "B-2 with FAC-3" of the Michigan Municipal Employees Retirement System plus retirement at fifty (50) years of age with twenty-five (25) years of service without a reduction in monthly pension.

Employees retiring on or after July 1, 2000, will retire with "B-3" with "FAC-3" of the Michigan Municipal Employees Retirement System plus retirement at fifty (50) years of age with twenty-five (25) years of service without a reduction in monthly pension.

If a retiree moves out of state, or where PPO coverage is impractical, insurance coverage will revert back to the traditional Blue Cross/Blue Shield, MVF-1, with Master Medical Option I, at no expense to the Employee.

The Employer shall provide hospitalization insurance and medical benefits for retirees, and for their dependents. Only the retiree, his or her spouse and qualifying dependents at the time of retirement are eligible for health insurance coverage. If a retiree divorces his or her spouse after retirement, coverage for the divorced spouse will immediately terminate upon divorce. Additional coverage for new spouse or children from a new marriage can be obtained through the City plan at the retiree's expense.

At age 65 the Employer shall provide Blue Cross/Blue Shield Master Medical 65 Complimentary Coverage.

In the event of the death of a retiree, the Employer shall continue to provide health insurance and medical benefits for the spouse and eligible dependents, only.

37. LIFE INSURANCE.

The Employer shall provide Life Insurance in the face amount of Twenty Thousand Dollars (\$20,000.00) for qualified Employees as provided in the contract. The Employer shall assume the payment of the monthly premiums plus Twenty Thousand Dollars (\$20,000.00) for accidental death.

If in its judgment, the Employer considers it advisable in the interest of the Employees, another insurance plan or carrier may be substituted for the current one upon agreement with the Union Representative.

Upon Retirement from the City of Center Line, the Employee will receive a Five Thousand Dollar (\$5,000) term life insurance policy and the Employer will assume the payment of the premium.

38. EDUCATION.

The Employer agrees to reimburse full-time Employees tuition only for job related courses or to obtain an Associate Degree in their job related position subject to the following eligibility requirements:

(a) The Employee has received an acceptable passing grade and the prior written recommendation and approval of the City Manager.

(b) The eligible Employee claiming reimbursement must prove they paid the amount sought to be reimbursed by furnishing specific receipts.

(c) This benefit is limited to one (1) Associate Degree per Employee.

39. RATES OF PAY.

CLASSIFICATION	START	6 MOS.	1 YR.	2 YRS.	3 YRS.
<u>July 1, 1998 through June 30, 1999</u>					
Secretary	23,988	24,549	25,112	26,307	27,583
Clerk-Typist	20,902	21,367	22,118	22,924	23,988
Library Assistant	23,988	24,549	25,112	26,307	27,583
<u>July 1, 1999 through June 30, 2000</u>					
Secretary	24,708	25,285	25,865	27,096	28,410
Clerk-Typist	21,529	22,008	22,782	23,612	24,708
Library Assistant	24,708	25,285	25,865	27,096	28,410
<u>July 1, 2000 through December 31, 2000</u>					
Secretary	25,079	25,664	26,253	27,502	28,836
Clerk-Typist	21,852	22,338	23,124	23,966	25,079
Library Assistant	25,079	25,664	26,253	27,502	28,836

January 1, 2001 through June 30, 2001

Secretary	25,455	26,049	26,647	27,915	29,269
Clerk-Typist	22,180	22,673	23,471	24,325	25,455
Library Assistant	24,455	26,049	26,647	27,915	29,269

40. UNION BULLETIN BOARD.

The Employer will provide adequate space on a bulletin board which may be used by the Union for posting notices of the following type:

1. Notices of recreation and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

A copy of the notices shall be submitted to the Employer upon request.

41. MANAGEMENT RIGHTS.

(a) The Union recognizes the Employer's right to manage its affairs and direct its work force.

(b) The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

(c) The City of Center Line, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the City including, but without limiting the generality of the foregoing, the right:

1. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

2. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

3. to subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;

4. to determine the number, location and type of facilities and installations;

5. to determine the size of the work force and increase or decrease its size;

6. to hire, assign and layoff Employees;

7. to direct the work force, assign work and determine the number of Employees assigned to operations;

8. to establish work schedules;

9. to discipline and discharge Employees for cause;

10. to adopt, revise and enforce working rules and carry out cost and general improvement programs.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Center Line, the adoption of policies, rules, regulations and practices in furtherance therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

42. PERSONAL BUSINESS DAYS.

It is recognized that occasionally a situation may arise wherein an Employee may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal day. Upon permission from the Department Head or the City Manager, the employee may, for a reasonable cause, be granted the necessary time off with pay.

43. APPLICATION FOR LEAVE.

All Employees are required to fill out an Application for Leave form which must be submitted to the Department Head for approval. If the Department Head denies the application, it may be submitted to the City Manager. Request for Personal Leave Days require a minimum of twenty-four (24) hours advance notice. All requests for leave must be submitted on Application for Leave forms as provided by the Employer.

44. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

When a new job is placed in a Unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter to the grievance procedure at the second step.

45. TERMINATION.

This agreement shall remain in full force and effect until midnight, June 30, 2001, and shall thereafter be continued in full force and effect from year to year after June 30, 2001, unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.


IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

FOR THE CITY OF CENTER LINE

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



MARY ANN ZIELINSKI
Mayor



RICK BERNINGER
Field Representative



NANCY L. BOURGEOIS
City Manager/Clerk



JANE H. LAPHAM
Chief Steward



Karen M. Heythaler
Steward