

4516

6/30/2001

AGREEMENT
between
THE CITY OF CORUNNA
and
AFSCME LOCAL 1059

Corunna, City of

JULY 1, 1998 THRU JUNE 30, 2001

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AGREEMENT

This agreement entered into on this first day of July, 1998, between the City of Corunna, Michigan, (hereafter referred to as the "Employer") and the City of Corunna Employees, Chapter of Local #1059, affiliated with Council #25, AFSCME, AFL-CIO, (hereafter referred to as the "Union").

NOTE: The headings used in this agreement and exhibits neither add to, nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth 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 interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION (Employees covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize 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 terms of this Agreement of all employees of the Employer included in the bargaining units described below:

All Utility Services Division Employees, and all Street and Operation Division Employees, excluding Police Department, Director of Public Works, Superintendent of Utility Services Division, Superintendent of Street and Operations Division, City Clerk, Students, Elected Officials, Secretary-Computer Operator, Office Clerical Employees, and all other employees.

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY (Requirement of Union Membership)

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.
- (c) Employees, hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are no more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4. UNION DUES AND INITIATION FEES

- (a) **Payment by Check-off:** Employees shall tender the initiation fee and monthly membership dues by signing the "Authorization for Check-off Dues form".

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: _____

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

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

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local 1059.

BY: _____

Print Last Name

First Name

Address

Zip Code

Telephone

Department

Classification

Signature

Date

COUNCIL 25 COPY

- (b) 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 signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- (c) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address as designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, no later than ten (10) days following the day on which the dues were deducted. The Employer shall indicate the amount deducted. The Employer shall submit initially an alphabetical list of names and addresses and thereafter notify the financial officer of the Council of the names and addresses of employees who through a change in their employment status are no longer subject to deductions; and further advise said financial officer by submissions of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- (d) 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 he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- (e) Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 5. UNION REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

ARTICLE 6. CHIEF STEWARD AND ALTERNATE STEWARD

A representative designated by the Union during their working hours, without loss of time or pay, shall be allowed up to five (5) hours per week, non-accumulative, to investigate and present grievances to the Employer. More time may be allowed if mutually agreed upon.

ARTICLE 7. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative, upon the request of either party. Such meeting shall be between at least two representatives of the Union and two representatives of Management. 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 conference shall be confined of those included in the Agenda. Conferences shall be held mutually agreed upon times. 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 Council #25.
- (b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

ARTICLE 8. GRIEVANCE PROCEDURE (Time of Answers)

Any employee having a grievance in connection with his employment shall present it as follows:

Step 1:

- (a) The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application, or alleged violations of the terms and provisions of this Agreement or working conditions in general. The informal resolution of grievances or disputes are urged and encouraged to be resolved at the lowest possible level.
- (b) The steward and/or the employee may discuss the grievance with the Department Head.
- (c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the steward to the Department Head.

- (d) The Department Head shall answer the grievance within two (2) working days.
- (e) All written grievances shall be submitted by the aggrieved employee and/or the authorized steward to the immediate Supervisor within ten (10) working days from the time the aggrieved employee and/or the authorized steward has knowledge of its occurrence in order to be proper matter for the Grievance Procedure.

Step II:

If the grievance has not been settled, it shall be presented, in writing by the Chapter Chairperson to the City Manager within seven (7) working days after the Department Head's response is due. The City Manager shall respond to the steward in writing within three (3) working days.

Step III:

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Labor Committee within seven (7) working days after the response of Step II is due. The Chairperson of the Committee shall respond, in writing, to the Chapter Chairperson within five (5) working days.

Step IV

- (a) If the answer at Step II is not satisfactory, the Union wishes to carry it further, they shall refer the matter to the Union Council within thirty (30) working days after the reply of Step III is due.
- (b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) working days from the date of the Employer's last answer at Step III, meet with the Employer for the purpose of attempting to elect an arbitrator. In the event they cannot agree on an arbitrator within five (5) working days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.
- (c) There shall be no appeal for any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (d) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of Union's original demands.
- (e) Any grievance not settled by the Union within the time limits shall be deemed settled on the basis of Management's last answer.
- (f) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. 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.

ARTICLE 9. WITHDRAWAL OF CASES

- (a) After a case has been referred to the American Arbitration Association, it may be withdrawn by the moving party upon written notice to the Employer and the American Arbitration Association.
- (b) Finality of Decisions. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 10. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within fifteen (15) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 11. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 12 DISCHARGE AND DISCIPLINE

The right to discharge and discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline shall be made without just cause.

- (a) Notice of Discharge or Discipline: The Employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the employee's steward of such discharge or discipline.
- (b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.
- (c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing

through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter will be referred to the Grievance Procedure.

- (d) Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

ARTICLE 13. SENIORITY (Probationary Employee)

- (a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority or benefits among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- (c) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 14 SENIORITY LISTS

- (a) Seniority shall not be affected by the race, age, sex, marital status, or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union membership with up-to-date copies on request.

ARTICLE 15 LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- (a) He quits or retires.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from such leave and leaves of absence will be treated the same as (c) above.
- (f) He is not recalled to work within the length of his service or three (3) years, whichever is the lesser.

ARTICLE 16 SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification, within the department.

ARTICLE 17 SENIORITY OF CHAIRPERSON AND STEWARDS

Notwithstanding their position on the seniority list, the Chapter Chairperson and the Chief Steward, in the event of a layoff of any type, will be continued at work as long as there is a job which they can perform, and shall be recalled to work in the event of a layoff on the first open job which they can perform.

ARTICLE 18 SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 19 LAYOFF DEFINED

- (a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

- (b) When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and can satisfactorily perform the work of the part-time or probationary employees without break-in or training period. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid-off employee without break-in or training, then the junior employee shall be retained and the next least junior employee shall be laid off.
1. If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employees to enter the job classification shall be the ones removed therefrom. Employees thus removed from the job classification may replace the employee with the least seniority in any rate classification, seniority permitting, which work such replacing employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.
 2. In the event it becomes necessary for a layoff, the Employer shall meet with the Chapter Chairperson at least seven (7) calendar days prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- (c) Employees to be laid off shall have at least ten (10) calendar days notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
1. No part-time, seasonal, court-release, summer students or non-bargaining unit employees will be utilized in the Public Works Department during any layoff under this Article.

ARTICLE 20 RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c) and 17. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of notice of recall, he shall be considered a "quit".

ARTICLE 21 TRANSFERS OF EMPLOYEES

- (a) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they transferred. If an employee is in a position outside the bargaining unit more than six (6) months, their seniority shall be frozen as of the date they transferred out of the unit. However, total years of service will be used in computing fringe benefits.

- (b) If and when operations, or divisions, or fractions thereof, are transferred from one location to another for a period of five (5) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.
- (c) The Employer agrees that in any movement of work not covered above in (a) and (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- (d) In the event of a vacancy or newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place prior to filling such vacancy or newly-created position.

ARTICLE 22 VACANCIES

- (a) Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) days, setting forth the minimum requirements for the position in a conspicuous place in each department. Employees interested shall apply in writing within the seven (7) calendar day posting period. The senior employee applying for the vacancy and who meets the minimum requirements shall be granted, by written notification, an eight (8) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the position, reasons for denial shall be given in writing to such employee's steward. In the event, the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

- (b) During the eight (8) week trial period, the employee shall have the opportunity to revert back to his former position upon written notice served on the Employer. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (e) The trial period may be extended by mutual agreement between the Union and the Employer.

ARTICLE 23 VETERANS (Reinstatement of)

The re-employment rights of employees and probationary employees will be in accordance with applicable laws and regulations.

ARTICLE 24 EDUCATION LEAVE OF ABSENCE FOR VETERANS

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit except in the case of an emergency for no more than thirteen (13) weeks.

ARTICLE 25 LEAVE OF ABSENCE

- (a) Leave of absence for reasonable period of time, not to exceed two (2) years, will be granted without pay and fringe benefits, in writing, without loss of seniority for:
 - 1. Serving in any elected or appointed position, public or Union.
 - 2. Illness leave (physical, mental or maternity leave).
 - 3. Prolonged illness in immediate family.
 - 4. Educational leave.

Such leaves shall be reviewed for renewal at six (6) month intervals.

- (b) Members of the Union elected to attend a function of the International Union and/or Council #25, such as conventions or educational conferences, shall be allowed time off to attend such conferences and/or conventions not to exceed five (5) calendar days and is limited to one member each occasion. A written request must be made two (2) weeks in advance in order to receive time off.

ARTICLE 26 PERSONAL LEAVE WITHOUT PAY

- (a) Personal leave without pay may be granted by the Employer for reasonable periods of time not to exceed three (3) months. Additional time may be granted subject to Employer approval.

- (b) A written request must be submitted at least twenty-four (24) hours in advance in order for an employee to be considered for such leave.
- (c) Denial of properly submitted request for personal leave without pay by the Employer shall not be subject to the current Grievance Procedure for the duration of this Labor Agreement nor in the future by any bargaining unit member and/or the Union if denied because of the Employer work load.

ARTICLE 27 UNION BULLETIN BOARDS

- (a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
 - 1. Notices of recreational and social events.
 - 2. Notices of elections.
 - 3. Notices of results of elections.
 - 4. Notices of meetings.

ARTICLE 28 RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event, the Union does not agree that the rate is proper, it shall be subject to negotiation.

ARTICLE 29 TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 30 JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay on jury duty and his regular pay after showing proof of such duty, in addition to provided mileage.

ARTICLE 31 SAFETY COMMITTEE

A safety committee of employees and Employer representatives is hereby established. The committee shall consist of two members selected by the Employer and two members selected by the Union. They

shall meet at least once per month, during regular daytime working hours for the purpose of making recommendations concerning the health and safety of employees covered under this Agreement. In the event the Employer fails to implement a valid safety matter further, such shall become a proper subject for the Grievance Procedure under this Agreement.

ARTICLE 32 EQUALIZATION OF OVERTIME HOURS

Overtime hours other than regular scheduled on-call employees, shall be divided as equally as possible among employees in the same classifications in their departments. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each department.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hours minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement, and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

ARTICLE 33 WORKER'S COMPENSATION (On the Job Injury)

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours not to exceed one year.

ARTICLE 34 WORKING HOURS AND SHIFT PREMIUMS AND HOURS

- (a) Normal work week for D.P.W. will be Monday through Friday, eight hours per day, forty hours per week, beginning at 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch break. Summer hours will be from May 1st through September 1st, beginning at 6:00 a.m. to 4:30 p.m.; with one-half (1/2) hour unpaid lunch break. Four days per week with Monday-Friday having at least one Grade I Operator working and the understanding that there is a possibility that an employee may have to work out of their classification.
- (b) The Employer shall not change the regular schedule of employees unless a special conference is held and the matter discussed with the Union.

- (c) Employees may take a fifteen (15) minute "rest break" in the a.m. and also in the p.m. or the first half and the second half of the regular shift, whichever may apply.
- (d) A one dollar (\$1.00) per hour shift premium will be paid to all employees covered by this Agreement for all hours worked if the shift starts at a time other than the Employer's regular scheduled shift.
- (e) For the purpose of this Agreement, on-call employees, assigned on a seniority rotation basis shall receive a weekend rate of \$55.00 per weekend. Thereafter, the employees would be paid at the appropriate rate of time and one-half or double time for the hours actually worked.
- (f) The normal weekend will commence at 3:30 p.m., on Friday afternoon and end at 7:00 a.m., on Monday morning. (During summer hours, 4:30 p.m. on Friday)
- (g) For the purpose of dealing with three (3) day weekends, the on-call employee shall receive \$25.00 compensation for the third day of the weekend be it Friday or Monday of said weekend.

ARTICLE 35. PERSONAL BUSINESS DAYS

All members covered by this Agreement shall be allowed twenty-four (24) personal hours a year with pay.

ARTICLE 36. SICK LEAVE

Each bargaining unit employee will be funded ninety-six (96) hours of sick time per fiscal year, non-accumulative. All unused sick leave days will be cashed out to the employee at 75% of their prevailing wage rate on the pay closest to June 30th or the employee may convert his cash-out time to vacation for the next fiscal year. The Employer will then refund the employee's sick day bank to twelve, eight hour sick days for the following year.

In the event of the employee's death, payment for accumulated sick leave will be paid to the employee's beneficiary.

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement for no more than 180 days.

ARTICLE 37. BEREAVEMENT LEAVE

- (a) An employee shall be allowed five (5) working days with pay as bereavement leave days, for a death in the immediate family. Any extra days required may be allowed based on the circumstances and approval of the Employer. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law,

brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) leave day with pay. The Chapter Chairperson or his representative, shall be allowed one (1) leave day with pay in the event of a death of a member of the Union, who is a member of Local #1059, AFSCME, AFL-CIO, for the exclusive purpose of attending the funeral.

- (b) An employee shall be allowed one (1) day funeral leave, not to be deducted from sick leave, for the death of the employee's relative, defined as aunts, uncles, nieces, nephews and first cousins.

ARTICLE 38. TIME AND ONE-HALF AND DOUBLE TIME

- (a) For all hours over eight (8) or ten (10) during summer hours in one day.
- (b) For all hours in excess of the forty (40) hour work week.
- (c) Overtime or other premium rates shall not be pyramided (i.e., compounded or paid twice for the same hours worked).
- (d) For Saturday.
- (e) For all hours worked on holidays that are defined in this Agreement, double time shall be paid in addition to holiday pay.
- (f) Double time shall be paid for all hours worked on Sunday.
- (g) If an employee is off on a personal leave, vacation or sick day, they are not eligible for overtime until after 11:59 p.m. of the scheduled work day off.

ARTICLE 39. HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:

New Year's Day	Dr. Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving Day
Day before Christmas Day	Christmas Day
Day before New Year's Day	Employee's Birthday

If the employee's birthday falls on a recognized holiday or a scheduled day off, the birthday holiday will be observed on the following regularly scheduled work day.

Employees will be paid their current rate based on an eight (8) hour day for said holiday.

- (b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- (c) An employee will not receive holiday pay for the designated holidays if he is absent without leave the scheduled work day preceding the holiday or the schedule work day following the holiday.

ARTICLE 40. VACATION (Eligibility)

An employee will earn credits toward vacation with pay in accordance with the following schedule:

- One to five years. Ten (10) work days
- Five to eight years. Fifteen (15) work days
- Eight to fifteen years Twenty (20) work days
- Fifteen or more years Twenty-five (25) work days

ARTICLE 41. VACATION PERIOD

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- (b) Vacations may be split into periods of less than a week, providing such scheduling does not drastically interfere with the operation.
- (c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (d) A vacation may not be waived by an employee and extra pay received for work during that period. Exception - An employee hired before July 1, 1998, may convert one (1) week (40 hours) of vacation time to pay at the rate of 75%.
- (e) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation may at the employee's discretion be rescheduled. In the event his incapacity continues through the year, he may be awarded payment in lieu of the unused portion of his vacation or his vacation may be carried over to the next year at the employee's option.
- (f) Each year, on or before the first day of August, each employee shall designate, in writing, the day(s) and month(s) he wishes to have for vacation. Once the vacation selection is made and approved, no changes can be made utilizing seniority. If two or more employees request the same vacation period, approval shall be given to the senior employee. Employees who cancel or change approved vacation time or employees not bidding their preference prior to August 1 of each year will have available any unscheduled dates on a first applied first granted basis.

ARTICLE 42. PAY ADVANCE

- (a) If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- (b) If an employee is laid off or retired, quits and gives two (2) weeks notice, or the Employer severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. In the event of a death of an employee, the unused vacation credit, including that accrued in the current calendar year, shall be paid to the employee's beneficiary. A recalled employee who received credit at the time of layoff for the current calendar year shall have such credit deducted from his vacation the following year.
- (c) Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 43. HOSPITALIZATION AND MEDICAL COVERAGE

- (a) The City will pay the full premium for hospitalization-medical coverage for the employee and his family; the plan to be Blue Cross/Blue Shield Plan S with ML, a \$10.00 Preferred Prescription Drug co-pay, Dental 75-50-50-\$800, OS-50--\$800 and vision, with the City reimbursing the employee annually on prescriptions so as the employee's out of pocket expense on prescriptions is not greater than \$5.00 per prescription.
- (b) The Employer agrees to pay the full cost for hospital medical coverage for the employee and family during the employee's absence as a result of any injury, illness, or maternity leave for a period not to exceed six (6) months.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his family for all employees who are qualified for retirement under M.E.R.S. Benefit Plan in effect. The Employer agrees to pay the full premium for hospitalization-medical coverage for the families of deceased employees and retirees for a period of two (2) years after said employee/retiree's death. After the two (2) year period, said family will be offered benefits as required by state and/or federal laws.
- (d) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his family while the employee is laid off for a period of ninety (90) days after layoff.
- (e) All bargaining unit employees will be covered by a 7 day S and A policy and long term disability policy with five (5) years on sickness and to age 65 on an accident subject to any offset from Social Security Disability. Disability coverage with 66 2/3 base wage coverage.

ARTICLE 44. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$30,000 while employees are employed with the City for a period of six (6) months duration following layoff.

ARTICLE 45. COMPUTATION OF BENEFITS

Vacation, sick leave, personal days, funeral leave, holidays and Worker's Compensation shall be considered the same as hours worked for the purpose of computing overtime and benefits as covered by this Agreement.

ARTICLE 46. GENERAL PROVISIONS

The following general provisions are attached to and made a part of the Agreement:

(a) Management's Rights

1. The Employer, on its own behalf, and on behalf of the electorate of the City, hereby retains and reserves unto itself all powers, rights, authorities, 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.
2. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authorities which the Employer has not abridged, delegated or modified by this Agreement, or retained by the Employer.
3. The Employer may not subcontract and/or contract out work which will create a reduction in the work force, or during a layoff provided the employees are qualified and can perform the work.

(b) Strikes and Lock-outs

No Lock-out of employees shall be instituted by the Employer during the terms of this Agreement

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall an employee be required to act as a strike breaker or go through picket lines.

(c) Work Rules

1. The Employer has the right to promulgate and uniformly enforce work rules that are reasonable and do not conflict with or modify the existing Contract.

2. New work rules must be approved by the City Manager and presented to the Union through its Chapter Chairperson at least fifteen (15) working days prior to the effective date of the work rule being established. In the event the Union disagrees with the work rule being established because it is not reasonable or being uniformly applied, it shall be proper subject for the Grievance Procedure.
3. In the event the proposed work rule is in conflict with or modifies the existing Contract, or in the event the work rule is unjust or unreasonable, the conference committee shall be convened to discuss and amend or correct the proposed work rule.
4. All work rules established now or hereafter shall be published by being mailed to each employee covered by the work rule, and copies of work rules then in effect shall be given to all new employees upon employment.
5. The Employer agrees to maintain a file of established work rules. Such file shall be available to the proper Union officials.

(d) Severability

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan.

The parties further agree that in the event a court of competent jurisdiction rules that the Employer was without legal authority to negotiate a specific article, section, or portion thereof of this Agreement, such decision of the court may apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 47. WAIVER

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 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 or with respect to any subject or matter not specifically referred to or covered in this Agreement.
- (b) The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

ARTICLE 48. TERMINATION AND MODIFICATION

This Agreement shall continue in full force until June 30, 2001.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, at least sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, at least sixty (60) days prior to the current year's termination date.
- (c) If the notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer addressed to 402 North Shiawassee, Corunna, Michigan 48817; or to any such address as the Union and the Employer may make available to each other.

ARTICLE 49. PENSION

The Employer shall make the total Contribution and continue the Pension Program with the Michigan Municipal Employees Retirement System Benefit Plan B-3 with Riders E-1, E-2, FAC-3, F-50 (with 25 years of service) and RS50%.

ARTICLE 50. CLASSIFICATION AND RATES

All employees' positions herein described shall be employed within the City of Corunna, Department of Public Works and assigned to either of two (2) divisions within appropriate classifications.

- (a) Utility Services Division
Classifications

GRADE I

All phases of equipment and division operations and possession of Water Distribution License.

GRADE II

Operate and perform minimum equipment and division operations. Perform related service work, and meter reading (until such time as city contracts out meter reading service).

WAGE RATES

GRADE I CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	13.09	13.32	13.51	13.74
7-01-99	13.61	13.85	14.05	14.29
7-01-2000	14.02	14.27	14.47	14.72

GRADE II CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	12.89	13.09	13.32	13.51
7-01-99	13.41	13.61	13.85	14.05
7-01-2000	13.81	14.02	14.27	14.47

License Premiums of twenty cents (\$.20) per hour for first license required by employer and five cents (\$.05) per hour for each additional license required by employer.

Placement on wage schedule shall be in accordance with an employee's longevity with the City.

- (b) Street and Operations Division
Classifications

GRADE I

Grader Operator, rear bucket of backhoe, and all phases of Grades II and III.

GRADE II

Blade trucks, dump trucks, salt spreader, front loader of backhoe, sewer jetter.

GRADE III

Laborer, mowers, tractors, all cemetery operations, all park operations, all other equipment as required, entry level positions.

GRADE IV

Janitor at City Hall, Library and the Casino.

MECHANIC

All garage operations and functions.

WAGE RATES

GRADE I CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	13.09	13.32	13.51	13.74
7-01-99	13.61	13.85	14.05	14.29
7-01-2000	14.02	14.27	14.47	14.72

GRADE II CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	12.89	13.09	13.32	13.51
7-01-99	13.41	13.61	13.85	14.05
7-01-2000	13.81	14.02	14.27	14.47

GRADE III CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	12.01	12.16	12.45	12.71
7-01-99	12.49	12.65	12.95	13.22
7-01-2000	12.87	13.03	13.34	13.62

GRADE IV CLASSIFICATION

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	8.28	8.58	8.87	9.16
7-01-99	8.61	8.92	9.22	9.53
7-01-2000	8.87	9.19	9.50	9.82

MECHANIC

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>90-DAYS</u>	<u>6-MONTHS</u>	<u>1-YEAR</u>
7-01-98	13.28	13.46	13.82	13.87
7-01-99	13.81	14.00	14.37	14.42
7-01-2000	14.22	14.42	14.80	14.85

ARTICLE 51. LONGEVITY

Employees Hired before July 1, 1998

2 to 4 years	\$ 850
5 to 8 years	\$ 1,100
9 to 11 years	\$ 1,400
12 years and over	\$ 1,700

Employees Hired after June 30, 1998

5 to 10 years	\$ 400
11 to 15 years	\$ 500
16 to 20 years	\$ 600
21 years and over	\$ 700

ARTICLE 52. PAID TEMPORARY HELP & PART-TIME HELP

Seasonal and temporary employees may be employed to a total of five (5) and the period of their employment will be confined to those months during the year when schools, colleges and universities are not in session. However, in no case will the period of employment of these temporary employees exceed ninety (90) calendar days.

It is understood that the provisions of the existing agreement entered into between the parties do not apply to these temporary employees.

Temporary employees will not be used to prevent the payment of overtime to regular employees, nor shall they be used to cause the layoff of regular employees.

One temporary employee may be used for cemetery operations between April 1 and October 1.

No more than two (2) part time employees will be employed at one time. Part-time employees will be paid \$7.00 per hour, work no more than twenty (20) hours per week, and receive no benefits.

In the event a temporary or part-time employee is promoted to a permanent position, time worked as a temporary or part-time employee shall not count toward establishing a seniority date.

ARTICLE 53. UNEMPLOYMENT COMPENSATION

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 54. TEMPORARY SUPERVISOR - D.P.W.

When the regular supervisor is absent for reasons such as vacation, sick leave, etc., there may be a temporary supervisor appointed from the rank and file by the City Manager to act in his place.

The temporary supervisor shall have all the duties, responsibilities, and authority of the regular supervisor including on-call duty. The person appointed shall be on a salary of 15% above the Grade I classification wage rate and shall be a Grade I employee.

ARTICLE 55. EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION

Frank S. Mack

Duane T. Hunt

Dated: 9/29/98

FOR THE EMPLOYER

Brian H. Hitchcock

Yvonne F. Long

Dated: 9/29/98