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PUBLIC SERVICES EMPLOYEE UNION CONTRACT

JULY 1, 1998 – JUNE 30, 2002

HUNTINGTON WOODS PUBLIC SERVICES EMPLOYEE UNION

AFSCME LOCAL 574

AND THE CITY OF HUNTINGTON WOODS

Huntington Woods, City of

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LETTER OF UNDERSTANDING

AGREEMENT

This agreement is entered into this July 1, 1998, by and between the City of Huntington Woods, Michigan, a municipal corporation, hereinafter referred to as the "employer", and the American Federation of State, County, and Municipal Employees, Council No. 25, Local 574, AFL-CIO, hereinafter referred to as the "union". This agreements shall become effective July 1, 1998, and shall remain in effect through June 30, 2002, at which time it shall be subject to review or change.

ARTICLE I PURPOSE AND INTENT

- A. The general purpose of the agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City of Huntington Woods in its capacity as an employer, its employees, the union and the citizens or the City of Huntington Woods, Michigan.
- B. The parties recognize the essential public service here involved and that the mutual interest of the community and job security of the employees depend upon the City's success in establishing and maintaining proper service to its citizens, through the utilization of those methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, protection of property and avoidance of interruptions of work.
- C. To these ends, the City and the union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.
- D. Where appropriate in this agreement, the specifications of the masculine gender implies to feminine.

ARTICLE II
RECOGNITION

- A. The City of Huntington Woods recognizes Local 574, American Federation of State, County, and Municipal Employees, AFL-CIO, affiliated with Council #25 as the sole and exclusive bargaining agent for all employees employed by the City in the Department of Public Services, excluding office clerical, temporary employees, supervisors, elected officials, and all other employees, as certified in MERC Case No. R 73 11-352 for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, and Act 379 of the Public Acts of 1965, as amended.

ARTICLE III
REPRESENTATION

- A. There shall be two (2) union representatives, the Chapter Chairman and Steward, who shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the union.
- B. The union shall designate to the employer, in writing, the union representatives and the employer shall not be required to recognize or deal with any employee other than the two (2) representatives so designated.
- C. The union may be represented by not more than two (2) employees from the bargaining unit in contract negotiations. Such employees shall be selected in any manner the union desires. The union shall designate said employees to the employer.
- D. Special Conferences

1. 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 meetings shall be between at least two (2) representatives of the union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matter 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 to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
2. The union representatives may meet on the employer's property for at least one-half hour immediately preceding the conference.

ARTICLE IV
JOINT RESPONSIBILITIES

- A. There shall be no strikes, sympathy strikes, concerted failure to report for work, slowdowns, or stoppages of work, during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.
- B. The City will not lock out any employees during the term of this Agreement.

ARTICLE V
MANAGEMENT RIGHTS

- A. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among

which but by no means wholly inclusive are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, and expressly reserves the right to establish and maintain rules and regulations governing the operation of the Public Services Department and the employees therein. It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including, but not limited to, the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this agreement as herein set forth.

ARTICLE VI UNION SECURITY

- A. The parties to this Agreement hereby affirm their adherence to the democratic principles of free uncoerced choice and agree that they shall not discriminate against any employee on the basis of religion, sex, national origin, membership or non-membership in any labor organization.
- B. The parties hereby agree that all current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining unit, on or after their 30th day of employment or the execution date of this Agreement, whichever comes first, shall be given the opportunity to voluntarily elect whether or not they desire to join the Union or to refrain from joining.
- C. After the effective date of this contract all new employees within the bargaining unit will have thirty (30) days to either become members of the Union or pay the equivalent of the Union's regular monthly dues referred to as a service fee. Any representation fee shall be conditioned in accordance with applicable law.

ARTICLE VII
GRIEVANCE PROCEDURE

- A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the Employer and the Union or any of the employees covered by this Agreement as to interpretation, application, or violation of this Agreement; or any written work rules or policies; or any disciplinary action reduced to written form by the Employer, it shall be settled in accordance with the grievance procedure set forth below:

Step 1

Any employee having an alleged grievance shall first take up the matter with his foreman or other designated supervisor as the case may be. If not settled within five (5) working days, Monday through Friday, it shall be discussed with the employee's representative. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) working days, Monday through Friday, of its occurrence shall be considered automatically closed.

Step 2

The written grievance shall be discussed between the representative and the foreman. The foreman shall give his written decision within five (5) working days, Monday through Friday, of receipt of the written grievance.

Step 3

In the event the grievance is not settled in Step 2, a meeting shall be held between the representative, the grievant, and Director of Public Services within five (5) working days, Monday through Friday. The decision of the Director shall be given in writing within five (5) working days, Monday through Friday, of the end of the meeting, unless the time is extended by mutual agreement.

Step 4

If the Union is not satisfied with the decision at Step 3, the representative of the Union may, within five (5) working days, Monday through Friday, after the decision at Step 3, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within five (5) working days, Monday through Friday, it will be considered closed on the basis of the last disposition. The City Manager shall meet with the representative and grievant. Each may have outside representatives at such meeting or at the Step 3 meeting, with notice to the other. The City Manager will submit within five (5) working days, Monday through Friday, of any such hearing the City's decision in writing to the Union.

Step 5

In the event the grievance is not settled in Step 4, the Union shall have the right to request the services of a mediator from the Michigan Employment Relations Commission. This shall be done within five (5) working days, Monday through Friday, of the decision in Step 4.

Step 6

- A. In the event the grievance is not settled in Step 5, the Union shall have the right to appeal the dispute by giving written notice to the City Manager of its intent to submit the matter to arbitration. Such written notice must be received by the City Manager within fifteen (15) calendar days from the date of the meeting provided in Step 5.

The parties shall attempt to select a mutually acceptable arbitrator within thirty (30) calendar days of the City Manager's receipt of the Union notice of its intent to submit the matter to arbitration. In the event that the parties are unable to agree on an arbitrator within the thirty (30) calendar day period, the Union shall have fifteen (15) calendar days after the end of that period to process the grievance in accordance with the rules of the American Arbitration Association.

B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage rates or change any wage.
3. He shall have no power to change any practice, policy, or rule of the City nor to substitute his judgment for that of the City as to the reasonableness of any such practice, policy, rule, or any action taken by the City. His powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.
4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to any arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the City.

D. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- E. No decision in any one case shall require a retroactive wage adjustment in any other case.
- F. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.
- G. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate, less any compensation he may have received from any source of employment during the period in question.
- H. Any notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.
- I. Records, reports and information relevant to a pending grievance may be made available to the union representative at the request of the union representative.
- J. The time limits set forth herein shall be strictly applied; however, they may be extended by mutual agreement for good cause shown.

ARTICLE VIII SENIORITY

- A. All full-time employees within the bargaining unit shall serve a probationary period of six (6) months from the initial date of employment. Upon completion of the probationary period an employee shall be considered a regular employee and eligible for seniority status.
- B. During the probationary period the employee accumulates annual and sick leave, but is not entitled to use these benefits until he has completed six (6) months of employment. Probationary employees are entitled to enroll for life insurance as described in Article XXIV.
- C. During the six (6) month probation period, an employee shall be employed at will and may be terminated with or without cause. The city's decision to discipline, counsel and/or terminate a probationary employee shall not be subject to the grievance procedure. Seniority of a new employee shall be commenced after the employee has completed his

probation period of six (6) months and shall be from the date of employment. An employee shall forfeit his seniority rights and his employment shall be terminated for the following:

1. He is dismissed for just cause and is not reinstated.
 2. If he is absent without leave for three (3) consecutive workdays without justifiable reason, at which time his employment shall be considered voluntarily terminated also.
 3. He retires or resigns.
- D. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit.
- E. The Chapter Chairperson, during his term of office only, shall head the seniority list within his job classification for the purposes of layoff and recall.
- F. Choice of vacations shall be on a seniority basis per the needs of the Department of Public Services.
- G. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- H. 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 with their classification.
- I. The employer will keep the seniority list up-to-date at all times and will provide the Local Union Chairperson with up-to-date copies at least once per year.
- J. In the event a temporary employee is promoted to a permanent position, his time worked as a temporary employee since his last date of hire shall count towards establishing his seniority date.

ARTICLE IX
PROMOTIONS, TRANSFERS

- A. Promotions within the bargaining unit shall be made according to the following procedure:
1. Each job vacancy within the bargaining unit shall be posted on the employee bulletin board for seven (7) workdays. Interested employees shall apply within the seven (7) days.
 2. The City will rate each applicant according to qualifications and ability. The applicant rated the highest will be selected for the position. In those cases where two (2) or more applicants are rated equally, then the applicant with the greatest seniority will be selected for the position. The City will conduct this process prior to hiring from outside the bargaining unit.
 3. Each employee selected for a promotion will serve a trial period of one hundred twenty (120) days during which:
 - a. The employee can voluntarily decline the promotion and return to his previous classification.
 - b. The City can deny the promotion because the employee is unsatisfactory for the position and shall give notice and reasons for denial to the employee as well as to the Union. If the employee is denied the promotion, he shall have the opportunity to revert back to his former classification.
 - c. The employee will receive the rate of pay for the job being performed.

ARTICLE X
JOB TRAINING

- A. The City shall provide the necessary training to employees in order to perform the required tasks and to operate the equipment assigned to them within their respective job classifications.

ARTICLE XI
TEMPORARY TRANSFERS

- A. When an employee works in a classification higher than his regular classification for more than four (4) hours in any workday, he shall receive the higher rate of pay for all hours worked that day. Any employee working in a lower classification shall receive the rate of pay for his regular classification (except where an employee is offered and accepts work in a lower classification in place of layoff, the rate for the classification of work performed shall prevail).

ARTICLE XII
LAYOFF AND RECALL

- A. Should a layoff become necessary, the following provisions shall apply:
1. Layoff of employees shall be by job classification seniority, and the following order shall be followed:
 - a. Seasonal employees
 - b. Temporary employees
 - c. Probationary employees
 - d. Remaining seniority employees within the classification effected shall then be laid off in inverse order of their classification seniority.
 - e. Further bumping by seniority shall be allowed to jobs of equal or lower classification provided that employees who remain are qualified to perform the work available. Bumping by seniority shall also be allowed to a job of higher classification previously held on a permanent basis provided the employee was not demoted for reasons of inability to perform the job.
 - f. Any employees with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

2. Employees to be laid off shall be given at least seven (7) calendar days' notice of the layoff. The Chapter Chairperson shall receive a list from the City of the employees being laid off on the same date the notices are issued to employees.
 3. During the term of this Agreement, the employer shall not contract out or sub-contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit that would cause a reduction of hours normally worked by the bargaining unit members or that would cause a reduction in the bargaining unit itself, without calling a special conference to discuss the details at least thirty (30) days prior to implementation.
 4. The parties affirm the continuation of the past practice whereby the City hires seasonal employees to supplement its regular work force to meet demands and activities.
 5. Employees are eligible for recall for a period of eighteen (18) months or the length of seniority, whichever is lesser.
- B. When the working force is increased after a layoff, employees shall be recalled in inverse order of the layoff and shall be subject to the same conditions of layoff.
- C. Notice of recall shall be sent to an employee at his last known address by certified mail. An employee shall report his intent to report for work within three (3) working days and shall return to work within seven (7) working days or his employment shall be terminated. Extensions may be granted by the City.

ARTICLE XIII **DISCIPLINE**

- A. Discharge and discipline shall be for fair and just cause only.
- B. The Employer shall have the right to post work rules spelling out standards of expected employee conduct.

- C. Prior to a discharge or a suspension, an employee will receive his constitutional due process rights. Further, prior to any progressive discipline action, the Employer will attempt to discuss the matter with the Union.
- D. Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter shall be referred to the grievance procedure at Step 3. Failure to present the grievance in writing within five (5) working days after the action was taken shall be construed as acceptance by both the employee and the union of the employer's action and a waiver of any further protest of the action.

ARTICLE XIV **DUES CHECK-OFF**

- A. Employees who are union members may authorize the City to pay their dues to the Union and to deduct the amount of the dues from their pay once each month. Upon receipt of written authorization, the City Treasurer shall make the deduction at the next pay period designated for this purpose. The total amount deducted each month shall be forwarded to the Union Treasurer in one payment by the fifteenth (15th) of the succeeding month after such deductions are made. Union members laid off shall have their dues automatically deducted upon return to their employment within the City. Service fees may be paid by payroll deduction upon the submission of written authorization to the City Treasurer. These authorizations shall be irrevocable during the term of this Agreement.

ARTICLE XV **HOURS, OVERTIME, PREMIUM PAY AND WEEKEND STAND-BY**

- A. The regular workdays for full-time employees shall be eight (8) hours excluding non-paid lunch periods. The regular work week shall consist of five (5) consecutive days, or forty (40) hours every week, as scheduled by the Department Director. Employees are expected to be regular in their attendance and to observe the working hours established by the City. Employees will adhere to the existing policy of pay deduction for tardiness:

1-15	Minutes late	¼ Hour
16-30	Minutes late	½ Hour
31-45	Minutes late	¾ Hour
46-60	Minutes late	1 Hour

If for some legitimate reason an employee is unable to report for work at the scheduled starting time the employee must contact the supervisor no later than two (2) hours following the scheduled beginning time unless physically impossible. Failure to do so may result in disciplinary action as set forth in Article XIII.

- B. Employees will receive fifteen (15) minutes in each half of the day for work relief periods which shall be taken so as not to conflict with departmental operations.
- C. Any time worked in excess of eight (8) hours within a twenty-four (24) hour period, Monday through Friday, and any time worked in excess of forty (40) regular hours a week shall be considered overtime. Overtime pay shall be at the rate of time and one-half (1 ½) of the employee's regular hourly rate. There shall be no pyramiding of overtime.
- D. All regular full-time employees of the City will be paid one and one-half (1 ½) times the regular hourly wage rate for those hours worked on Saturday which when added to the other hours worked in the same week are in excess of forty (40). Annual leave, sick leave or other authorized leave during the week will be considered as time worked in applying the provisions of this paragraph.
- E. All regular full-time employees will be paid two (2) times the regular hourly wage for such hours worked on Sunday which, when added to the hours previously worked in the same week, exceed forty (40).
- F. Regular full-time employees who work on a scheduled holiday shall be compensated with double time plus holiday pay for hours worked on holidays which, when added to the hours previously worked in the same week, exceed forty (40).
- G. The foreman or department director will determine the necessity for overtime and make specific overtime assignments to employees as evenly as possible among all those employees qualified to do the work. Employees shall work overtime when necessary unless excused for good cause.

- H. Employees called in to work outside of their regular work schedule shall be paid for a minimum of two (2) hours work, Monday through Friday. Employees shall be paid a minimum of four (4) hours if called in on Saturday, Sunday, or Holidays. However, these minimums shall not apply if an employee is kept beyond his regular work schedule.
- I. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked. An overtime roster shall be kept up-to-date and posted weekly on the employee bulletin board.
- J. At the written request of the union, the foreman and department director shall meet with the union to discuss possible changes to the regular hours of work in the Department between June 1 and August 31. Any changes to the department's regular working hours shall be with the approval of the City Manager.
- K. The City will pay each employee a premium of \$30.00 when on weekend stand-by. Weekend stand-by pay to be increased by \$5.00 per weekend upon ratification of the contract, and additional \$5.00 per weekend July 1, 1999 and an additional \$5.00 per weekend July 1, 2000, bringing it to \$45.00 per weekend.
 - 1. Employees must notify the supervisor if they are unavailable for their assigned weekend rotation of their unavailability and the replacement. The unavailable employee shall forfeit the \$30.00 premium.
 - 2. Any employee on weekend stand-by who cannot be reached or refuses the call forfeits the premium and will be subject to discipline.
 - 3. Employees will be expected to respond to pages. However, disciplinary action shall not be taken against off call employees should reasonable circumstances prevent a response.

ARTICLE XVI VACATIONS

- A. All full-time regular employees shall be allowed vacation leave at their regular hourly pay based on the following schedule:

<u>Years of Service as of January 1</u>	<u>Vacation Days</u>
Up to Five (5) Years	Ten (10) Days
Five (5) to Ten (10) Years	Fifteen (15) Days
Ten (10) Years & over	One (1) additional day per year to a Maximum of Twenty (20) days

- B. Vacation leave earned during one calendar year shall be taken during the next calendar year. Vacations shall be scheduled as requested by the employees, provided said request shall be made at least thirty (30) calendar days in advance. In proper cases, exceptions shall be made. No more than one (1) employee from the Water Division and one (1) employee from the remainder of the Public Services Department shall be on vacation at the same time. In the event a conflict of vacation scheduling occurs, seniority shall be used to determine the vacation preference except when the vacation request is made less than thirty (30) days in advance. No vacation request shall be made less than thirty (30) days in advance. No vacation request shall be unreasonably denied.
- C. An employee with less than one (1) full year of service prior to January 1st may be allowed vacation leave in the proportion that his actual service bears to a full year of service. The employee may not use this partial leave, however, until he has served his six (6) month probationary period. No employee shall be given vacation leave that is a fractional part of a day.
- D. Upon separation of any employee from the City's service, either by resignation, lay-off, or other means, except discharge for cause, such employee shall be granted accrued vacation time up to and including all such time due. In the event of death of an employee, his or her personal representative shall be paid all vacation time due such employee. Any employee who separates himself through unexcused absence without leave, or who does not give at least two (2) weeks notice, shall surrender all rights to vacation time.

ARTICLE XVII
HOLIDAYS

A. The following shall be considered as holidays for purposes of this agreement:

New Year's Day	New Year's Eve	Christmas Eve
Good Friday	Thanksgiving Day	July 4 th
Memorial Day	Day after Thanksgiving	
Labor Day	Christmas Day	

B. There are five (5) floating holidays in lieu of the employee's birthday, Veteran's Day and three (3) additional days.

C. Floating holiday days can be scheduled for use throughout the calendar year the same as vacation days.

D. Floating Holiday days shall be used in the year earned. Any floating holiday days not used by the end of the calendar year shall be lost.

ARTICLE XVIII
PERSONAL LEAVE

A. Three (3) days with regular pay shall be granted to each employee per year for conducting personal business, provided the employee has received authorization at least one (1) full working day in advance from the Department Head.

B. Personal business days may not be taken to extend a vacation period.

C. Personal days not used during the year in which granted cannot be carried over to the next year unless granted otherwise by the City Manager.

ARTICLE XIX
LEAVES OF ABSENCE

- A. The City Manager may grant leaves of absence without pay to regular employees up to a maximum of thirty (30) working days in duration. Leave may be requested for any legitimate purpose, but such leave shall not be granted if detrimental to the best interests of the City in the judgment of the City Manager. Employees shall request a leave of absence in writing in advance of the date desired.

ARTICLE XX
JURY DUTY

- A. Employees required to serve jury duty shall be granted their full pay. Any jury fees, less justifiable expenses, must be turned over to the City. Jurors, when not assigned to duty, must report to work for the remainder of the day.

ARTICLE XXI
SICK LEAVE

- A. Absence from duty because of inability to perform duties due to illness shall be known as sick leave. Sick leave shall be allowed only as provided in this section. Sick leave shall be granted by the City Manager, upon the recommendation of the Department Head, when in his opinion he feels that it is warranted, and subject to the following conditions:
1. A regular employee shall accrue sick leave at the rate of twelve (12) working days per year. Sick leave shall not accrue while an employee receives sick leave benefits. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion but shall be allowed only in cases of actual sickness or disability.
 2. The minimum time allowed an employee for sick leave shall be one-half (½) day.

3. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of forty (40) days is reached and may be kept to his credit for future sick leave with pay. When an employee has accumulated forty (40) days of sick leave, all earned but unused leave thereafter accruing shall be paid for as of December 1st of each year at one-half ($\frac{1}{2}$) the employee's regular rate of pay.
4. Sick time will be allowed for pre arranged doctor and dental appointments. Employer will have the right to documentation. A certificate from a physician or from a health department may be required as evidence of the illness before compensation for the period illness is allowed.
5. After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment therefore to the extent of the annual leave which the employee is entitled to. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until he/she returns to work.
6. Sick leave shall be considered for all purposes as continuing service. However, in the event of discharge, the first forty (40) days of unused sick leave shall be cancelled and not paid.
7. To receive sick leave, the employee shall communicate with his Department Head or designee immediately prior to the time set for beginning work. Failure to do so may be cause for denial of sick leave with pay.
8. Recognized holidays falling within a period of authorized sick leave shall not be counted as sick leave days.
9. Sick leave may be allowed in case of illness or injury occurring during a vacation period. Evidence of such incapacity must be provided from the first day to the satisfaction of the Department Head and City Manager.
10. On December 1st of each year of employment, the number of sick days the employee has accumulated in his/her bank for that year will be recorded by the Treasurer at the rate the employee was earning on that December 1st.

11. One hundred percent (100%) of accumulated sick leave will be paid off to the estate of an employee who dies while employed full-time or voluntarily resigns or retires with a minimum of two (2) weeks notice. Any pay-out of accumulated sick leave will be calculated as the number of sick days times the rate earned, as recorded annually by the Treasurer.

ARTICLE XXII INJURY LEAVE

- A. Each regular full time, temporary or probationary employee who is unable to work, as the result of an injury incurred in the performance of his job shall receive pay during such disability as follows:
 1. During the first seven (7) days, the City shall pay the employee his basic weekly wage.
 2. After the first seven (7) days, an employee eligible for Workers' Compensation insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay the difference between the net weekly wage (wages due employee after deductions) based on a forty (40) hour work week and Worker's Compensation. Any such dual payments will not continue beyond eleven (11) weeks, or in the case of temporary employees, not longer than the term of his employment, but in no instance will payments exceed eleven (11) weeks.
 3. If, upon expiration of the eleven (11) week period covered by 1 and 2 above, a regular full-time employee is unable to return to work, he may elect to use his accumulated sick leave to supplement his Workers' Compensation.
- B. To become eligible for injury leave with pay, an employee must report his injury to his Department Head immediately and make himself available for first aid.

ARTICLE XXIII
EMERGENCY LEAVE

- A. In case of death or serious illness in his immediate family, a regular full-time employee may be granted a leave of absence with pay for a period not to exceed three (3) days. If additional time is required, it will be deducted from the annual leave credits or if no leave credits are available, the additional time will be considered as leave without pay.
- B. Immediate family is defined as spouse, child, brother, sister, parent, parent-in-law, or grandparents.
- C. An employee may be permitted two (2) days off under the emergency provisions when his wife is delivering a baby.

ARTICLE XXIV
INSURANCE

- A. The City shall make available a term life insurance program in the amount of one and one half (1 ½) times annual salary to a maximum of \$50,000. Such policy shall provide coverage for Accidental Death and Dismemberment. The specific policy or certificate of benefits shall define exact coverages and eligibility requirements. The effective day of coverage for new hires is as follows:

If hired between:	1 st -15 th of month	Thirty (30) days after hire
	16 th -31 st of month	1 st day of the following month after hire
- B. The City shall provide employees and eligible retirees with fully paid Blue Cross/Blue Shield PPO Plan VII with a five dollar (\$5.00) deductible prescription drug rider. The specific policy or certificate of benefits shall define exact coverages and eligibility requirements.
- C. Effective July 1, 1998 and for the remainder of this agreement, employees will pay a portion of health insurance premiums not to exceed the following:
 - 1. Single coverage - \$35.00 per month

2. Two person coverage - \$45.00 per month
3. Family coverage - \$55.00 per month

The above monthly co-pay for coverage will be waived through June 30, 2001.

The City agrees to discuss a waiver of this provision from July 1, 2001 – June 30, 2002.

The Union shall request such discussion by March 31, 2001.

The Union agrees to a modification to the Blue Cross/Blue Shield drug rider same as Non-union employees when implemented with 30 day notice. If drug rider co-pays increase, the City will directly reimburse difference to employee to prior contractual rate of \$5.00 per prescription.

- D. The effective date of health insurance coverage for new hires begins with the first billing period following six (6) months after the date of hire. New hires not yet eligible for coverage may pay the monthly premium for health insurance on the City's plan.
- E. The Employer shall provide the same Blue Cross/Blue Shield coverage for retirees and spouses as described in Paragraph B of this Article from the date of retirement up to age 70 or until they become eligible for Medicare/Medicaid, whichever is sooner. At that time, the employer will provide the Blue Cross/Blue Shield plan that supplements Medicare/Medicaid. The employer's obligation to provide hospital insurance or the supplemental plan shall continue as long as the retiree or his/her spouse receives a pension from the retirement system. In the event that Blue Cross/Blue Shield or other health insurance carriers do not offer the same plan for retirees as active employees, the City shall not be restricted from changing insurance, provided that change is resolved according to the procedure described in Paragraph M of this article.
- F. The City shall provide dental benefits for employees and immediate families. The dental benefit to be provided shall be a 80/20 co-payment plan. The specific policy or certificate of benefits shall define exact coverage's and eligibility requirements. The effective date of coverage shall commence with the first billing period following twelve (12) months after the date of hire. The City agrees that in the event any employee unit receives improved dental coverage during the term of this agreement, the same improvements will be received by AFSCME Local 574.

- G. The City shall provide a Long Term Disability program of seventy (70%) percent of base pay up to a monthly maximum of Three Thousand Five Hundred Dollars (\$3,500). The specific policy or certificate of benefits shall define exact coverage's and eligibility requirements. The effective date of coverage is thirty (30) days after hire.
- H. The City shall provide Co-Op Optical Plan B insurance or comparable coverage for the employee, spouse, and dependent children. The specific policy or certificate of benefits shall define exact coverage's and eligibility requirements. The effective date of coverage is the next billing quarter after the date of hire.
- I. The terms and conditions of the insurance coverage are as set forth in the respective policies. A copy of each insurance policy or certificate of benefits will be provided each employee. Terms and conditions of the respective policies are controlling. Any dispute with an insurance company over coverage, etc. is not arbitrable.
- J. Subject to Paragraph D above, in the event of a voluntary or involuntary termination or in the event of a layoff, the City's obligation to pay premiums for health, dental, optical, life or disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination or layoff occurs. An employee may elect to continue health, dental or optical insurance consistent with the terms of the Federal COBRA law.
- K. Any employee who chooses to waive City provided health insurance, as provided in Paragraph B of this Article, and whose spouse or parent has coverage provided by another employer shall be paid Twelve Hundred Dollars (\$1200) each year for every year that the employee waives City provided coverage. Payments of Six Hundred Dollars (\$600.00) shall be made semi-annually to each employee who has not taken any City provided health insurance for the previous six (6) months. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff or termination, shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the

beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the City provided health insurance plan for any other reason until the beginning of the City's open enrollment period, which is every July. In the event that an employee re-enrolls for this reason, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. Election of waiver or enrollment in the City sponsored plan shall be limited to the January and July billing periods. The City shall have no responsibility to counsel employees regarding the advisability of election of waiver of coverage. The opportunity to receive payment for waiver of coverage shall be limited to those employees who were either taking the City's insurance coverage on, or hired after, the effective date of this agreement.

- L. The same provision for the election of the waiver of insurance shall be made available to retirees.
- M. It is hereby agreed that the City retains the right to select alternate insurance plans provided:
 - 1. These benefits are equivalent to or better.
 - 2. That the Union is notified no less than ninety (90) calendar days in advance of the planned implementation and that a meeting be scheduled no less than sixty (60) calendar days prior to the planned implementation with representatives from the carriers involved.
 - 3. In the event of a dispute over whether such plans provide substantially the same benefits, the parties shall agree to submit said dispute directly to an expedited arbitration process. Said arbitration shall be completed through AAA the same as provided elsewhere in the Agreement except that the selection process, hearing and any brief requirements shall be completed no less than forty-five (45) days following submission if possible. The arbitrator shall rule on the case within fifteen (15) days of the hearing.

ARTICLE XXV
RETIREMENT

- A. The employer shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employees' Retirement System (MERS). The applicable plan is B-3 with a waiver of section 47F to provide early retirement with fifteen (15) years of service without penalty (equivalent to plan F55 and 15 years). In addition, employees have benefit F-50 allowing retirement at age fifty (50) with twenty-five (25) years of service, without penalty. The Union and City mutually agree the M.E.R.S. defined benefit pension contribution remains at 5% of gross earnings. All employees under this Agreement are entitled to and required to participate in this pension plan.
- B. Retirement for full-time employees shall be governed by the Age Discrimination in Employment Act (ADEA).
- C. All employees hired after July 1, 1998 will be provided with MERS Defined Contribution Plan within the same programs as non-union employees. When legally permissible, employees hired before July 1, 1998 will be given the option of transferring to the Defined Contribution Plan.

ARTICLE XXVI
UNIFORMS

- A. On the first pay period each August, the City will issue a lump sum check in the amount of \$292.50 for mechanics and \$213.75 for all others toward the purchase of uniforms as necessary. It shall be the responsibility of the employee to maintain uniforms and keep them laundered.
- B. On the first pay period in August of odd numbered years, the City will issue a check to each employee for an additional \$60.00 toward the purchase of jackets, raincoats, pants, and gloves as necessary.

- C. On the first pay period each March, the City will issue a check to each employee in the amount of \$150.00 toward the purchase of boots as necessary.
- D. At the beginning of each shift, the foreman will advise employees whether they are required to wear hard-hats during the day. As a guideline, employees shall not be required to wear hard-hats while cutting grass, plowing snow, driving a vehicle or laying sod; however, they will be required to wear hard-hats while working underground, performing tree work or in any activity which MIOSHA/OSHA regulations require, or the City's insurance carrier recommends, wearing hard-hats.
- E. The City may, at its sole discretion and evaluation of its business needs, require employees to carry beepers or pagers on off-duty hours. The City shall be responsible for the cost of the beeper/pager system.
- F. In the event an employee should report to work dressed in other than the Department approved uniform, the employee will be sent home to dress appropriately. Any such time will not affect the employees overtime rate or call-in rate for continuation of shift or otherwise.
- G. Time lost from work due to the violation of this Section will be deducted from the employee's accumulated leave time.

ARTICLE XXVII
C.D.L. LICENSING

- A. All bargaining unit members must possess a valid C.D.L. License. The City will pay for the cost of renewing the C.D.L. and certifications.
- B. Effective July 1, 1992, all new hires are to show proof of successful completion of the written portion of the C.D.L. examination as a condition of employment.
- C. All new hires will be allowed sixty (60) days to obtain the C.D.L. License. Failure to obtain the license in the allotted period of time will result in immediate discharge.

ARTICLE XXVIII
WAGE RATES

Four Year Agreement: July 1, 1998 – June 30, 2002

July 1, 1998	3%
July 1, 1999	3%
July 1, 2000	2.5%
July 1, 2001	2.5%

<u>Classification</u>	<u>7-1-98</u>	<u>7-1-99</u>	<u>7-1-00</u>	<u>7-1-01</u>
<u>Level 1</u> Laborer	<u>13.9977</u>	<u>14.4176</u>	<u>14.7780</u>	<u>15.147515</u>
<u>Level 2</u> Equipment Operator I Water Maintenance I (add \$.25 per hour for S-2)	<u>16.0268</u>	<u>16.5076</u>	<u>16.9203</u>	<u>17.3433</u>
<u>Level 3</u> Mechanic	<u>16.3873</u>	<u>16.8789</u>	<u>17.3114</u>	<u>17.7442</u>
<u>Level 4</u> Mechanic I Equipment Operator II	<u>16.7478</u>	<u>17.2502</u>	<u>17.6815</u>	<u>18.1235</u>
<u>Level 5</u> Water Maintenance II (add \$.25 per hour for S-2)	<u>17.0774</u>	<u>17.5897</u>	<u>18.0294</u>	<u>18.4801</u>
<u>Level 6</u> Mechanic II Crew Leader	<u>18.1177</u> <u>18.8284</u>	<u>18.6612</u> <u>19.3933</u>	<u>19.1277</u> <u>19.8781</u>	<u>19.6059</u> <u>20.3751</u>
<u>Level 7</u> Utility Specialist/ Crew Leader	<u>19.4052</u>	<u>19.9874</u>	<u>20.4871</u>	<u>20.9993</u>

A. New employees will begin at eighty (80) cents below the maximum Laborer rate and receive raises of twenty (20) cents every three (3) months until reaching the maximum rate shown above for the position he is in, provided he satisfactorily passes the

probationary period, unless experience and qualifications as determined by the City dictate a higher starting rate.

ARTICLE XXIX
BULLETIN BOARD SPACE

- A. The Employer agrees to provide bulletin board space on the bulletin board within the employee locker room, which may be used by the Union for the following notices:
 - 1. Notices of Union meetings.
 - 2. Notices of Union elections and the results where they pertain to the local unit.
 - 3. Notices of Union recreational and social events.
 - 4. Other notices concerning Union affairs, which are not political or controversial in nature.
- B. It is agreed that all other notices prior to being posted shall be submitted to the Employer for approval.
- C. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- D. There shall be no solicitation or distribution of any kind by any person in work areas during work time.

ARTICLE XXX
SUPERVISORS WORKING

- A. Supervisors shall not perform duties normally assigned to employees within the bargaining unit except in the following instances:
 - 1. In emergencies or where regular employees are not available.

2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not reporting to work.

ARTICLE XXXI **SAVING CLAUSE**

- A. If any provision of this Agreement shall be found contrary to law or declared illegal or invalid by legislation, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; however, all remaining provisions shall continue in force and effect.
- B. In the event any provision is found illegal or invalid, the Employer and the Union will meet within twenty (20) working days to discuss the impact of that finding upon this contract.

ARTICLE XXXII **CONTRACTUAL UNDERSTANDING**

- A. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. Nothing in the above paragraph shall be construed to limit the parties from mutually agreeing to discussion of any contract clauses.

ARTICLE XXXIII
LIGHT DUTY

Effective July 1, 1992, light duty may be offered to bargaining unit employees, at the City's discretion, as required by the Federal Handicapper's Civil Rights Act.

