

6245

3/31/2004

AGREEMENT

BETWEEN

CITY OF IONIA

AND

*IONIA DIAL-A-RIDE CHAPTER OF LOCAL UNION 1910
MICHIGAN COUNCIL #25 AFSCME, AFL-CIO*

EFFECTIVE DATE: April 1, 1999

TERMINATION DATE: March 31, 2004

James, City of

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE#</u>
Agreement.....	1
Recognition.....	1
1.1 Collective Bargaining Unit.....	1
2.3 Union Security.....	3
2.4 Dues Checkoff.....	3
2.5 Union Committee.....	4
2.6 Alternates.....	4
3.1 Governmental Rights.....	5
4.1 Definition of Grievance.....	6
4.2 Grievance Procedure.....	6
4.3 Grievance Resolution.....	7
4.4 Time Limitations.....	7
4.5 Time Computation.....	7
4.6 Grievance Form.....	7
4.7 Discharge Grievance.....	7
4.8 Disciplinary Notice.....	7
5.1 Selection of Arbitrator.....	8
5.2 Powers of Arbitrator.....	8
5.3 Arbitrator's Award.....	8
5.4 Arbitration Hearing.....	8
5.5 Lost Time.....	8
5.6 No Strike Provision.....	9
5.7 No Strike Violation.....	9
6.1 Definition of Seniority.....	10
6.2 Probationary Period.....	10
6.3 Loss of Seniority.....	10
6.4 Non-Bargaining Unit Positions.....	10
6.5 Part Time Employees.....	11
6.6 Seniority List.....	11
6.7 Grant Position.....	11
6.8 Layoff.....	11
7.1 Recall.....	12
8.2 Job Posting and Bidding.....	13
9.1 Break Period.....	14
9.2 Overtime.....	14
9.3 Workday and Work Week.....	14
10.1 General Rules Regarding Leaves of Absence.....	15

SECTION

PAGE#

10.2	Personal Leave of Absence.....	15
10.3	Medical Leave.....	15
10.6	Military Leave.....	16
10.7	Union Leave.....	16
10.9	Funeral Leave.....	16
10.10	Paid Sick Leave.....	17
10.11	Worker's Compensation.....	17
11.1	Holiday Schedule.....	18
11.2	Holiday Eligibility.....	18
11.3	Personal Day.....	18
12.1	Vacation Eligibility.....	19
12.2	Vacation Scheduling.....	19
12.4	Pay Advance.....	19
13.1	Insurance.....	20
14.1	Longevity.....	21
15.1	Uniforms.....	22
15.2	Licenses.....	22
17.1	Special Conference.....	24
18.1	Waiver.....	25
19.1	Separability Clause.....	26
20.1	Bulletin Boards.....	27
20.6	Distribution of Agreement.....	27
20.8	Fares.....	28
20.12	Miss Outs.....	28
	Wages and Classifications.....	A

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.

AGREEMENT

THIS AGREEMENT entered into this 1st day of April, 1999 between the CITY OF IONIA DIAL-A-RIDE (hereinafter referred to as the "Employer") and the DIAL-A-RIDE CHAPTER OF LOCAL UNION 1910 AND MICHIGAN COUNCIL 25 AFSCME, AFL-CIO (hereinafter referred to as the "Union")

ARTICLE I RECOGNITION and DEFINITIONS

SECTION 1.1 COLLECTIVE BARGAINING UNIT.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public acts of 1965, as amended, the Employer hereby recognizes the union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All Dial-A-Ride employees of the City of Ionia excluding elected officials, supervisory and confidential employees as defined by the Michigan Employment Relations Commission and certified in Case No. R93-J-204.

SECTION 1.2 DEFINITION OF EMPLOYEES.

The term "employee" as used in this Agreement shall mean any bargaining unit member.

The term "full time employee" shall mean any employee who is regularly scheduled an average of thirty (30) hours or more per week in a four (4) week period.

The term "half time employee" shall mean any employee who is regularly scheduled an average of between twenty (20) hours and thirty (30) hours per week in a four (4) week period. During school times, these employees shall be subject to being sent home, if school routes are not needed.

The term "part time employee" shall mean any employee who is regularly scheduled an average of less than twenty (20) hours in a week in a four (4) week period. During school times, these employees shall be subject to being sent home, if school routes are not needed. In the event a part time employee is assigned on a regular basis for more than four (4) days, such employee will be entitled to the benefits afforded that group of employees.

The term "probationary employee" as used in this Agreement shall mean any employee who has not completed his/her probationary period.

ARTICLE II
UNION SECURITY AND CHECKOFF

SECTION 2.3 **UNION SECURITY.**

(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 condition of employment, to continue membership in the Union or pay a representative fee to the Union equal to dues and initiation fees uniformly charged for membership 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 or pay a representative fee equal to dues and initiation fees required for membership commencing sixty (60) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

(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 or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

SECTION 2.4 **DUES CHECKOFF.**

(a) During the term of this Agreement, the City agrees to deduct Union membership dues or representation fees uniformly levied, from the pay of each employee who executes or has executed an authorization form supplied by the union. The amount deducted shall be paid to Michigan Council 25 American Federation of State, County and Municipal Employees, AFL-CIO in behalf of 1910.

(b) Checkoff deductions under all properly executed authorizations forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the next following month and each month thereafter. The City shall remit such deductions to the designated financial officer of Michigan Council #25 AFSCME, with a list of persons for whom dues have been deducted, within fifteen (15) days following such deductions.

(c) An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(d) The Union agrees to hold the City harmless for any and all claims arising out of the deduction for dues as provided herein.

SECTION 2.5 **UNION COMMITTEE.**

The Employer hereby agrees to recognize a Union Committee consisting of the two (2) Stewards and the Unit Chairperson. It shall be the duty of the Committee to function individually and as a committee in accordance with the procedures established in the grievance procedure. The Union shall notify the Employer in writing of the names of the Committee members in advance of the Employer's recognition. Employees covered by this Agreement shall be represented in contract negotiations by a Negotiating Committee consisting of the Chapter Chairperson and two (2) other employees. A council and or International representative shall also be a recognized representative. Employees elected to serve on the negotiating committee will suffer no loss of pay or benefits for time spent in negotiations.

SECTION 2.6 **ALTERNATES.**

Alternate Committee persons may be appointed to serve in the absence of the regular Committee members. The Union will notify the Employer in writing of the alternates before the Employer's recognition of such alternates.

**ARTICLE III
GOVERNMENTAL RIGHTS**

SECTION 3.1 GOVERNMENTAL RIGHTS.

It is understood and hereby agreed that the City reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the City's operations, and its judgement in these respects shall not be subject to challenge. These rights vested in the City include, but are not limited to, those provided by law, along with the right to adopt, modify and amend the budget, to make judgments as to skill and ability, schedule work, and classify employees, direct, hire, promote, use outside assistance, mandate training, layoff employees or increase the size of the workforce, transfer, assign, and retain employees in positions with in the City consistent with the employees ability to perform the assigned work, and the City shall also have the right to suspend, discharge for just cause, or take such other disciplinary action necessary to maintain the efficient administration of the City, except as specifically limited by this Agreement.

It is also agreed the City has the right to determine the method, means and personnel, employees or otherwise, by which the business of the City shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the City to the taxpayers thereof consistent with the terms of this Agreement.

The City shall also have the power to make, change and enforce reasonable rules and regulations relating to personnel policies, procedure and working conditions not inconsistent with the express terms of this Agreement.

**ARTICLE IV
GRIEVANCE PROCEDURE**

SECTION 4.1 DEFINITION OF GRIEVANCE.

A grievance shall be defined as a complaint by any employee or the Union concerning the violation, application and interpretation of this Agreement. Written grievances will contain a clear and specific synopsis of the facts giving rise to the complaint and shall cite the Article and Section of the Agreement alleged to have been violated. The grievance will also contain the date of the violation, indicate the relief requested and be signed by the grievant(s). "Committee Person" as referred to in the following paragraphs shall include Chapter Chairperson, Stewards and Negotiating Teams Members.

SECTION 4.2 GRIEVANCE PROCEDURE.

All grievances shall be processed in the following manner:

(a) Verbal Procedure. An employee with a complaint shall notify the Director of Transportation within five (5) working days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and the Director of Transportation. A committee person may be present if requested by the employer. The Director of Transportation will give his/her answer within five (5) working days. Every effort shall be made to satisfactorily resolve the grievance in this manner.

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the Verbal Procedure, it shall be reduced to a written grievance, signed by the employee involved, setting forth the facts and the specific provision or provisions of the Agreement which are alleged to have been violated. This written grievance shall be submitted to the employee's department head within five (5) working days after the Employer's answer in the Verbal Procedure. Within five (5) working days after the written grievance has been so submitted, a meeting shall be held between the Committee person and the Director of Transportation or other authorized representative of the City. The employee may be present at this meeting. The employee shall receive the Employer's written answer within five (5) working days after such meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the City Manger within five (5) working following receipt of the Employer's Step 1 answer. Within ten (10) Working days after the grievance has been filed with the City Manager, a meeting shall be held between representatives of the Employer and the Union or other designated Union representatives. Either party may have non-employee representative present if desired. The Union shall receive the Employer's written answer within five (5) working days after such meeting.

SECTION 4.3 **GRIEVANCE RESOLUTION.**

All resolutions of grievances by department heads must be approved by the City Manager before they are binding upon the City. Any grievance resolution by a department head shall be promptly reduced to writing and presented to the City Manager for approval. If the grievance resolution is not approved by the City Manager in writing ten (10) days after being presented to him/her, the grievance shall automatically advance to the next step of the grievance procedure.

SECTION 4.4 **TIME LIMITATIONS.**

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

SECTION 4.5 **TIME COMPUTATION.**

In computing days under the grievance procedure, Saturdays, Sundays, and holidays recognized by the Agreement shall be excluded.

SECTION 4.6 **GRIEVANCE FORM.**

The grievance form shall be mutually agreed upon.

SECTION 4.7 **DISCHARGE & SUSPENSION GRIEVANCES.**

A grievance by an employee protesting a discharge or suspension may be initiated at Step 2 of the grievance procedure within five (5) working days after such discharge or suspension occurs.

SECTION 4.8 **DISCIPLINARY NOTICE.**

The Chapter Chairperson shall receive a copy of any written disciplinary notice given to an employee.

ARTICLE V
ARBITRATION AND NO STRIKE

SECTION 5.1 **SELECTION OF ARBITRATOR.**

In the event the Union shall request arbitration of an unresolved grievance within twenty (20) days of the Employer's answer in Step 2 above, the parties may agree upon selection of an arbitrator. If they fail to agree upon an arbitrator, the parties may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall select an arbitrator by alternately striking a name until only one name remains, which name shall be the arbitrator.

SECTION 5.2 **POWERS OF ARBITRATOR.**

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he shall have no power or authority to add to, amend, alter or modify this Agreement in any respect. The arbitrator shall not have authority to pass upon the Employer's exercise of any of its governmental rights not expressly limited by this Agreement. Any award of the arbitrator shall not be retroactive more than ten (10) days prior to the time the grievance was first submitted in writing.

SECTION 5.3 **ARBITRATOR'S AWARD.**

The arbitrator's decision shall be final and binding upon the Employer, Union, and employees provided, however, either party reserves the right to challenge an arbitrator award if his jurisdiction has been exceeded. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer.

SECTION 5.4 **ARBITRATION HEARINGS.**

An employee involved in a grievance may be excused from work with pay for actual time lost from work to attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select one representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing after the testimony is complete.

SECTION 5.5 **LOST TIME.**

The City agrees to pay for reasonable time lost from work by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure and by one Union Officer in attendance at an arbitration hearing. The Union agrees there shall not be abuse of this privilege. Lost time shall be compensated at the employee's straight time rate of pay.

SECTION 5.6

NO STRIKE AND NO LOCK OUT.

The parties to this Agreement mutually recognize the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty or be absent from work, stop work, or abstain in whole or part from the full, faithful, and proper performance of the duties of their employment or picket any of the Employer's premises. The Union further agrees there shall be no strike, sit downs, stayins, stoppages of work, or any acts which interfere with the services of the City as long as this Agreement is in force. The City agrees it will not lock out any employees covered by this Agreement during the term of the Agreement.

SECTION 5.7

NO STRIKE VIOLATION.

It is agreed discipline, up to and including discharge, is appropriate for employees who violate the provisions of Section 5.6.

ARTICLE VI SENIORITY

SECTION 6.1 DEFINITION OF SENIORITY.

Seniority shall be defined as the length of continuous service in a bargaining unit position with the Employer since the employee's most recent date of hire. When an employee completes the probationary period, he/she shall be entered on the seniority list in accordance with his/her date of hire. In the event more than one employee completes their probationary period on the same day, they shall be ranked for seniority purposes in alphabetical order of their surname. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically outlined in the Agreement.

SECTION 6.2 PROBATIONARY PERIOD.

All new employees shall be considered to be on probation and shall have no seniority for the first sixty (60) work days of employment following their first day of work for the Employer. Until an employee has completed the probationary period, he/she may be laid off or terminated by the Employer at any time, without regard and without recourse to this Agreement.

SECTION 6.3 LOSS OF SENIORITY.

An employee shall lose his/her seniority and his/her employment relationship shall end for any of the following reasons:

- a. He/she quits or is discharged for just cause and the discharge is not reversed through grievance procedure.
- b. He/she retires
- c. He/she is absent from work for three (3) consecutive working days without notice, unless a satisfactory reason for such absence is given.
- d. He/she fails to return to work at the specified time upon expiration of leave of absence, vacation or recall from layoff, unless a satisfactory reason for such failure is given.
- e. He/she is on layoff status or sick leave for a period of time equal to his/her seniority at the time such layoff began or eighteen (18) months, whichever is less.

SECTION 6.4 NON-BARGAINING UNIT POSITIONS.

In the event a bargaining unit employee is transferred to a non-bargaining unit position, the employee shall cease to accumulate seniority while in such non-bargaining unit position. Thereafter, if the employee returns to an open bargaining unit position the employee shall be credited with his/her previous accrued seniority.

SECTION 6.5 **PART-TIME EMPLOYEES.**

Part-time employees will be paid in accordance with this agreement and will be eligible for all benefits provided in this agreement when awarded a bided position. Excluding bided school positions.

SECTION 6.6 **SENIORITY LIST.**

The City will maintain a seniority list and update it as changes occur. An updated copy will be posted on the Union bulletin board at least once every six (6) months and will be available to the Union upon request.

The parties agree that each had the opportunity to review the seniority list in effect at the time of this agreement and agree that same is accurate.

Any employee who does not work a minimum of one-hundred (100) hours in any calendar year (January 1, through December 31,) would not be credited with seniority for that year.

SECTION 6.7 **GRANT POSITION.**

Any employee whose employment with the City is funded wholly or partially by state or federal monies may be terminated upon cessation of such state or federal funding. However, if the position held is made a regular budgeted position with four (4) months after funding ceases, the employee who held that position will be given an opportunity to fill that position without loss of seniority.

SECTION 6.8 **LAYOFF.**

A layoff shall be a reduction in the work force due to lack of work or lack of funds. The Employer agrees to give the Chapter Chairperson and the affected employee concurrent notice of the layoff seven (7) working days prior to the effective date of the layoff. When it becomes necessary to layoff, it shall be by seniority and the following procedure will be followed:

- (a) Probationary employees will be laid off first.
- (b) Part-time employees will be laid off next
- (c) Further layoffs will be in inverse order of seniority, ie, the least senior employee shall be laid off first and so on.

Notwithstanding their position on the seniority list the Chapter Chairperson and the Union Committee shall in the event of a layoff 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 recall to the first open position which they can perform. For purposes of this paragraph only the downsizing of the driver classification during times when school is not in session will not be considered a layoff. In all cases of layoff, the remaining employees must have the skill and ability to perform the required work.

ARTICLE VII
RECALL

SECTION 7.1 RECALL.

In the event of recall after a layoff, employees will be recalled according to seniority with the most senior employees on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within three (3) calendar days from the date of receipt of notice of recall, he/she shall be considered a quit. In proper case, exceptions may be made.

ARTICLE VIII
TRANSFERS, POSTING, AND VACANCIES

SECTION 8.2 **JOB POSTING AND BIDDING.**

All full time positions will not be posted each year unless mandated by economic conditions.

All school year positions shall be posted, bid and awarded at the annual bid meeting to be held as soon as possible after the employer has established a staffing plan for the school year.

Employees may bid on a combination of jobs, scheduling permitting, for their hired classification and will receive benefits in accordance with the average weekly hours worked as long as overtime is not created.

Thereafter if a vacancy in a classification occurs, the City will post a notice of such vacancy on the union bulletin board for five (5) working days. The posting shall specify the hours of work, days of work, rate of pay, date of posting, classification and job description and where to apply. Interested bargaining unit member may bid for same on a bid form supplied by the employer. The position shall be awarded within ten (10) working days after the end of the posting period to the most senior qualified applicant.

SECTION 8.3 **TEMPORARY TRANSFERS.**

In the event a regular employee is expected to be absent or a special assignment is expected to last for five (5) working days or more, the position will be posted as a temporary vacancy for a period of one (1) day. All part-time employees not actively working on that day will be notified of the posting. Notification shall be considered as two (2) attempts by management to contact the employee. Interested employees may bid on same and the temporary transfer will be awarded with one (1) day. Successful bidders will not be granted vacation or personal leave during the transfer period. (Emergency cases will be considered by the Director of Transportation.)

SECTION 8.4 **ASSIGNMENT OF PART-TIME EMPLOYEES.**

(a) Part-time employees will be offered assignments based on seniority with the most senior employees being offered each assignment first. Thereafter, if the senior employee declines the assignment it will be offered to the second senior and so on through the seniority list.

(b) In the absence of volunteers, the least senior employee will be assigned.

(c) In the event that an unexpected opening occurs due to an emergency, with less than two (2) hours notice, the Employer reserves the right to assign the opening to any available employee. Such assignment will not be continued beyond the emergency at hand.

(d) Any grievance filed for violation of Section (a) through (c) above will be considered timely if filed within the time limits set forth in Section 3.2 from the date of postings for openings.

ARTICLE IX HOURS/CLASSIFICATIONS

SECTION 9.1 BREAK PERIODS.

Employees covered by this Agreement may have a fifteen (15) minute break in the morning and a fifteen (15) minute rest break in the afternoon. Break periods may be staggered by the Employer. The Employer will provide a break room on the premises in which such brakes may be taken.

SECTION 9.2 OVERTIME.

(a) Employees will be paid one and one-half (1-1/2) their straight hourly rate of pay for all hours worked in excess of eight (8) hours in any day or in excess of forty (40) hours in any week.

(b) For purposes of computing all benefits defined in the Agreement hours paid will be considered worked.

SECTION 9.3 WORKDAY AND WORKWEEK.

The regular work day shall begin at 12:01 a.m. and end at 12:00 midnight.

The regular work week shall begin at 12:01 on Sunday and end at 12:00 midnight on Saturday.

**ARTICLE X
LEAVES OF ABSENCE**

SECTION 10.1 GENERAL RULES REGARDING LEAVES OF ABSENCE.

All leaves under this Section shall be with pay. Leave of absence shall not be taken for the purpose of obtaining or working at other employment. An employee returning to work from an unpaid leave of absence shall be returned to his/her former position provided they have sufficient seniority.

The employer will pay insurance premiums, at a level to their contributions prior to the leave, for the first twelve (12) weeks of any personal medical leave, family medical leave or child care leave.

Employees will continue to accumulate seniority while on a Personal Medical Leave, Family Medical Leave, Child Care Leave or Military Leave.

Employees shall retain but not accumulate seniority while on a Personal Leave or Union Leave.

Employees will not earn any benefits under this agreement while on Personal Leave or Union Leave.

SECTION 10.2 PERSONAL LEAVE OF ABSENCE.

The Director of Transportation may for good cause shown, grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of up to thirty (30) additional days may be granted by the Director of Transportation provided a written request is submitted and written approval is issued prior to expiration of the original thirty (30) day period.

Personal Leave of absence may not be used for vacation by full time and half-time employees. Part-time employees may use personal leave of absence for extended vacation periods.

SECTION 10.3 PERSONAL MEDICAL LEAVE.

Unpaid personal medical leave for personal injury or illness shall be granted upon application for a period not to exceed fifteen (15) months or the length of his/her seniority at the time of leave, whichever is less.

SECTION 10.4 FAMILY MEDICAL LEAVE.

Eligible employees will be granted unpaid medical leave for up to twelve (12) weeks each twelve months to attend to the medical needs of an immediate family member. Eligible employee is defined as any employee who has been employed at least twelve (12) months.

The employer may request as a condition of granting or continuing any personal or family medical leave, medical verification of continuing disability. In the event a dispute exists between the Employer's physician and the Employee's physician as to the disability the parties shall agree on a neutral third physician whose opinion will be final and binding on all parties. The cost of the third opinion shall be shared equal by the Employer and the Employee.

SECTION 10.5 **CHILD CARE LEAVE.**

Eligible employees will be granted an unpaid child care leave for up to twelve (12) weeks each twelve (12) months for care for a newly born or adopted child. Eligible employee is defined as any employee who has been employed at least twelve (12) months.

SECTION 10.6 **MILITARY LEAVE.**

Any employee with seniority who enters active service of the Armed Forces of the United States for a first period of active service shall receive a leave of absence for the period of such active service. If the employee does not return to work within ninety (90) days following his/her discharge, he/she shall be considered to have voluntarily quit.

SECTION 10.7 **UNION LEAVE.**

A leave of absence not to exceed two (2) weeks may be granted to any employee to attend conferences or conventions of the Union, provided however, reasonable notice is given to the City and such leave may be scheduled after giving due consideration to personnel requirements.

SECTION 10.8 **JURY DUTY.**

An employee called for jury duty will be given a leave of absence for the period of such jury duty. The employee will receive the difference between their jury pay and their regular rate of pay. If an employee is called for jury duty and then released from the duty in any day, he/she shall promptly report back to work.

SECTION 10.9 **FUNERAL LEAVE.**

An employee will be given a three (3) day leave of absence, with pay, in the event of a death in the immediate family. For the purpose of this section, immediate family is defined as spouse, parents of employee or spouse, grandparents, grandchildren, brother, sister or child of employee or spouse. Additional time off up to three (3) days may be granted, if needed upon approval of the Director or Transportation and the City Manager.

SECTION 10.10 PAID SICK LEAVE.

(a) Sick leave with pay shall be credited to all full time and half-time employees each pay period at the rate of one-half (½) the employee's regular scheduled workday during that pay period and may be accumulated up to a maximum of one hundred sixty (160) hours. No paid sick leave time may be taken until after completion of the probationary period.

(b) Part time employees will receive one day a year sick leave on April 1st of each year.

(c) Upon termination of employment, the employee will receive sick leave pay at the rate of one-half (½) of his/her accumulated sick days. An employee who retires or dies during employment will receive 100% of his/her accumulated sick days.

(d) Sick leave shall be used only in the case of actual sickness or disability to the employee or members of the employee's household, or to meet dental appointments, take physical exams or other medical appointments. **Employee's will make every attempt to schedule routine medical appointments outside their scheduled work hours.**

(e) On December 1st of any year, each employee may elect to receive one-half (½) pay for any or all of the sick leave that accrued during the previous twelve (12) months. An employee who has not used any sick leave in the previous twelve (12) months shall be credited with one (1) additional vacation day

(f) An employee who gives a false reason for taking aid sick leave may be subject to discharge.

(g) When an employee is absent for more than two (2) work days during any one (1) month period, they shall be required to file a physician's certificate. Such certification shall be verified, in writing, by the employee's physician or the attending physician.

SECTION 10.11 WORKER'S COMPENSATION.

During any period in which an employee is receiving Worker's Compensation benefit, he/she may use accrued sick days in conjunction with Worker's Compensation benefit to receive 100% of their normal pay.

**ARTICLE XI
HOLIDAYS**

SECTION 11.1 HOLIDAY SCHEDULE.

All Full, Half-time and Part time employees shall receive one (1) day's pay at their straight time hourly rate of pay exclusive of all premium pay for each of the following recognized holidays:

New Years Eve Day	Christmas Eve Day	Employees Birthday
Day after Thanksgiving	Good Friday	
New Years Day	Thanksgiving Day	
Memorial Day	Independence Day	
Christmas Day	Labor Day	

If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

If a recognized holiday falls in the employee's vacation period, the vacation period may be extended one (1) day.

An employee scheduled to work on a holiday will receive in addition to holiday pay one and one-half (1-1/2) times his/her regular hourly pay for all hours worked.

SECTION 11.2 HOLIDAY ELIGIBILITY.

In order to qualify for holiday pay, an employee must have completed the probationary period and must work the last work day before the holiday and the first work day after the holiday unless otherwise excused by the Employer. Part-Time employees who work either the day prior or the day proceeding the holiday shall qualify for holiday pay.

SECTION 11.3 PERSONAL LEAVE DAYS.

Each full-time, half-time and part time employee will be granted three (3) personal leave days a year for important personal reasons. When possible arrangements will be made one (1) week in advance with the Director of Transportation or Assistant, but may be granted with less than one (1) week's notice upon showing of good cause by the employee.

**ARTICLE XII
VACATIONS**

SECTION 12.1 VACATION ELIGIBILITY.

All regular full time employees shall earn vacation leave and pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) year but less than 2	5 days
After two (2) years through three (3) years	8 days
After four(4) years through twelve (12) years	12 days

For each year of service above 12 years the employee will be credited with one (1) additional day of vacation up to a maximum of 15 days.

SECTION 12.2 VACATION SCHEDULING.

All vacations shall be approved by the Director of Transportation or Assistant, consistent first with the operational needs of the department and next with the consideration for the seniority and desire with employees concerned. Employees are to make written application for vacation leave on a form provided by management for such purpose in April. Final schedules shall then be posted on May 15 of each year. If for any unforeseen reason an employee wishes to cancel their vacation, they must notify the Director or Assistant five (5) working days before their scheduled time off. Once any employee has been granted vacation period, no other employee shall bump him/her. Should two employees put in for vacation at the same time for the same days, the senior employee shall be granted the days. Following the acceptance of the posted vacation schedule, vacations shall be granted on a first come basis.

SECTION 12.3 UNUSED VACATION TIME.

Vacation time will be credited to employees on their anniversary date. Under no circumstances may vacation time be carried over from one year to the next.

SECTION 12.4 PAY ADVANCE.

If a payday fall within an employee's vacation period, he/she may receive his/her paycheck in advance, provided he/she makes a written request for such pay by the end of the preceding pay period.

SECTION 12.15 DURATION.

This Agreement shall remain in force until April 1, 2004 at 12:01 a.m. and thereafter for successive periods of sixty (60) days, unless either party shall on or before the sixtieth (60th) day prior to expiration, or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IONIA DIAL-RIDE EMPLOYEES
CHAPTER OF LOCAL 1910 AND
MICHIGAN COUNCIL
25 AFCME, AFL-CIO

CITY OF IONIA

J.H. Stowell
G. Darlene Hodgkiss
Mike Stuzer 12-11-98
Council 25

[Signature]
Ann Wozniak 12-11-98

**ARTICLE XIII
INSURANCE**

SECTION 13.1 INSURANCE.

(a) The Employer will provide to each full time employee at no cost a Comprehensive Master Medical plan with Optical Insurance through Priority Health or an equivalent and Blue Cross/BlueShield Dental Plan C with a benefit level as follows:

Class I Services

100% with an annual maximum of \$1,000 per person

Class II Services

75% with an annual maximum of \$1,000 per person

Class III Services

50% with an annual maximum of \$1,000 per person

Class IV Services

50% with lifetime maximum of \$1,000 per person

(b) Half-time employees shall receive benefits defined in this section prorated at seventy-five (75%) per cent of the full time benefit.

(c) An employee who is entitled to health insurance benefits (i.e. medical, hospital, dental and/or optical) under any employee insurance plan or employee self-insurance plan which provided identical benefits as provided in this agreement shall not be eligible for duplicate benefits through the City. Only full time employee shall receive payment in lieu of same on December 1st of each year at the rate of seven hundred fifty (\$750.00) dollars. Employees have the option to return to the City's insurance plans during the yearly open enrollment period.

**ARTICLE XIV
LONGEVITY**

SECTION 14.1 LONGEVITY.

The City will pay a longevity benefit beginning April 1st, 1999 to each Full, Half and Part-Time employee at the following rate:

After 2 years of service	1% of salary of 2 nd year
After 5 years of service	1 ½ of salary of 5 th year
After 9 years of service	2% of salary of 9 th year
After 13 years of service	2 ½% of salary of 13 th year
After 17 years of service	3% of salary of 17 th year
After 21 years of service	3 ½ of salary of 21 st year

Longevity payments will be made the first week of December of each year.

**ARTICLE XV
EQUIPMENT**

SECTION 15.1 UNIFORMS.

The employer shall provide uniforms as listed below for the employees on the effective date of this Agreement and thereafter when hired and shall replace as needed in the determination of the employer. Such uniforms shall be the employees to maintain and shall not be worn by others or by the employee in areas that may bring discredit to the City (i.e. bars, nightclubs ect.)

Two Shirts	One Winter Coat
One Summer Coat	

SECTION 15.2 LICENSES.

All drivers must have a C.D.L. endorsement in good standing with the State of Michigan. Loss of such endorsement shall result in termination of employment unless such employee can be placed in a vacant position which does not require the C.D.L. endorsement. The Employer shall pay for such C.D.L. endorsement, however, the employee is responsible for the basic operator's license cost. (Currently C.D.L us \$33; Operators License is \$12).

ARTICLE XVI
WAGES

SECTION 16.1 WAGE SCHEDULE

Wages are contained in Attachment A to this document and shall be in force for the time periods listed.

**ARTICLE XVII
SPECIAL CONFERENCE**

SECTION 17.1 SPECIAL CONFERENCE.

Special conferences for important matters of mutual concern may be held by mutual agreement provided such meetings shall not be used for collective bargaining or grievance processing. Arrangements for special conferences shall be made between the City Manager and union Staff Representative and shall be accompanied by a suggested agenda.

ARTICLE XVIII
WAIVERS

SECTION 18.1 **WAIVER.**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

**ARTICLE XIX
SEPARABILITY**

SECTION 19.1 SEPARABILITY CLAUSE.

Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement.

**ARTICLE XX
MISCELLANEOUS**

SECTION 20.1 BULLETIN BOARDS.

The City will provide a bulletin board in the Transportation Building Break Room, which may be used by the Union for posting notices pertaining to Union business.

SECTION 20.2 CAPTIONS.

The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

SECTION 20.3 WORK PERFORMED BY SUPERVISORS.

Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except in the case of an emergency or for the purpose of instruction.

SECTION 20.4 RATE FOR NEW JOBS.

When the Employer intends to create a new bargaining unit classification, the Union will be notified of the new classification and the rate of pay. In the event the Union does not agree that the rate of pay is appropriate, the matter shall be subject to negotiations.

SECTION 20.5 REPORT PAY.

When an employee reports for work as scheduled, and no work is available they will be paid two (2) hours report pay.

SECTION 20.6 DISTRIBUTION OF AGREEMENT.

Upon ratification by the parties, an amended Agreement will be produced and distributed by the Employer under the provisions of 20.6 of the Agreement. The Agreement will be identified by placing the date amended on the Agreement cover page.

SECTION 20.7 USE OF PAST RECORD

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

SECTION 20.8 FARES.

Employees will be exempt from fares when using Dial-A-Ride services for transportation to and from work at Dial-A-Ride. Employees will be charged fifty (50%) per-cent of the fare for all other transportation.

SECTION 20.9 SUBCONTRACTING.

The Employer will not contract out any work which can be capably performed by bargaining unit members.

SECTION 20.10 SMOKING.

During inclement weather, during break time, employees will be allowed to smoke in the wash bay area of the garage.

SECTION 20.11 DRUG FREE WORKPLACE.

The City of Ionia Dial-A-Ride is considered a Drug Free Workplace under the Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-Drug Abuse Act of 1988). See the attached policy that is applicable to all employees of Ionia Dial-A-Ride for such consideration.

SECTION 20.12 FAILURE TO REPORT (Miss Outs)

Failure to report is defined as "each failure to punch in and report for duty at the proper time and place the employee is scheduled."

(a) To avoid a miss out, an employee requesting to be off must contact management two (2) hours before his/her scheduled reporting time.

(b) Miss Outs are accumulated during any consecutive twelve (12) month period counted from the date of the first miss out through the next twelve (12) month period.

(c) The following penalties shall be invoked for miss outs within the period provided in (b) above:

- Step 1:** At the occurrence of three (3) miss outs, an oral reprimand.
- Step 2:** At the occurrence of one (1) additional miss out for a total of four (4) miss outs, a written reprimand.
- Step 3:** At the occurrence of one (1) additional miss out for a total of five (5) miss outs, a one (1) day suspension without pay.

Step 4: At the occurrence of one (1) additional miss out for a total of six (6) miss outs, a termination of employment.

Any employee who has progressed to Step 1 of the procedure shall have one (1) miss out removed if three (3) months elapse without the employee having any miss outs during the three (3) month period of time.

Exception to this section will be:

- a. FMLA requirements
- b. Employees who properly utilize sick leave under Section 9.10 of this Agreement will not be charged with a Miss Out.

SECTION 20.13 DURATION.

This Agreement shall remain in force until April 1, 2004 at 12:01 a.m. and thereafter for successive periods of sixty (60) days, unless either party shall on or before the sixtieth (60th) day prior to expiration, or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

**IONIA DIAL-RIDE EMPLOYEES
CHAPTER OF LOCAL 1910 AND
MICHIGAN COUNCIL
25 AFCME, AFL-CIO**

CITY OF IONIA

SCHEDULE A
Wages

Drivers/Dispatcher/Maintenance

<u>Year</u>	<u>Starting</u>	<u>60 Days</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 or More</u>
1999	7.00	7.47	7.72	8.11	8.65	9.19	9.91
2000	7.14	7.61	7.88	8.27	8.81	9.36	10.10
2001	7.28	7.79	8.03	8.43	8.99	9.55	10.30
2002	7.42	7.92	8.19	8.61	9.17	9.73	10.50
2003	7.79	8.08	8.36	8.78	9.34	9.92	10.71

Mechanic

<u>Year</u>	<u>Starting</u>	<u>60 Days</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 or More</u>
1999	11.59	11.88	11.94	12.17	12.35	12.63	12.76
2000	11.82	12.11	12.18	12.41	12.60	12.88	13.01
2001	12.05	12.35	12.42	12.65	12.85	13.13	13.27
2002	12.29	12.59	12.66	12.90	13.10	13.39	13.54
2003	12.53	12.84	12.91	13.15	13.36	13.65	13.81