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6/30/2002

AGREEMENT  
BETWEEN  
THE CITY OF MILAN  
AND  
LOCAL 369  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO  
July 1, 1998 through June 30, 2002

*Milwaukee, City of*

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## AGREEMENT

This Agreement is entered into between the City of Milan, a Michigan Municipal Corporation, hereinafter termed the "City" or "Employer" and the Milan City Chapter of Local 369, AFL-CIO, affiliated with Michigan Council #25, American Federation of State, County & Municipal Employees, hereinafter termed the "Union".

### 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 of all levels and among all employees.

### ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

(A) All Department of Parks and Recreation and all Department of Public Works, General Laborers, Mechanics, Grounds Maintenance and Wastewater Treatment Operators.

(B) All Clerical Employees and Building Inspectors.

(C) Excluding all department heads, supervisors, seasonal, part-time, co-op, and temporary employees.

The Union shall be notified in writing of all hiring of new employees. Notification is to include: date of hire, classification, rate of pay, part- or full-time status, name, address, and phone number. Notification is to be sent to the Chief Steward.

#### PART-TIME

a. A part-time employee is an employee hired for a number of hours each week, consisting of not less than twenty (20) nor more than forty (40) hours in each workweek. If the state law provides any statute covering the minimum hours regarding part-time work, then the state law is applicable.

A part-time employee shall be labeled as a part-time employee at the time of his employment.

Part-time employees shall not be employed by the Employer for more than 1664 hours of work per calendar year. The Employer shall have the sole discretion in respect to all matters pertaining to the part-time employee; provided, however, such persons shall not be offered regularly scheduled overtime unless and until all regular employees, subject to this agreement, who are qualified for the particular work involved in the overtime have been offered the opportunity to perform such work. Part-time employees shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such persons shall not be subject to this collective bargaining agreement in any respect except as otherwise specifically set forth herein.

TEMPORARY

b. The Employer may continue the use of temporary employees, who are defined as persons not in the bargaining unit, temporarily assigned for the purpose of filling vacancies of permanent employees who may be on vacation or otherwise absent from work, or to cover unforeseen emergencies requiring additional help, etc. Any such person shall not be employed by the Employer for more than 26 weeks of work per calendar year. The Employer shall have the sole discretion in respect to all matters pertaining to the temporary persons; provided, however, such persons shall not be offered regularly scheduled overtime unless and until all regular employees, subject to this agreement, who are qualified for the particular work involved in the overtime, have been offered the opportunity to perform such work. Temporary persons shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such persons shall not be subject to this collective bargaining agreement in any respect except as otherwise specifically set forth herein.

SEASONAL

c. The Employer may continue the use of seasonal persons who are defined as persons required to assist in various municipal programs and projects whose tenure is for a specific period of time or season. Seasonal persons shall be terminated upon completion of the specific project or program. The Employer shall have the sole discretion in respect to all matters pertaining to seasonal persons; provided,

however, such persons shall not be offered regularly scheduled overtime unless and until all regular employees subject to this agreement who are qualified for the particular work involved in the overtime, have been

offered the opportunity to perform such work. A master list of full-time, regular employees, with signatures, must be kept for voluntary seasonal overtime. After three (3) refusals, name is to be removed from

list. A representative of the Union must maintain this current list of full-time employees eligible and willing to work overtime.

Seasonal persons shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such persons shall not be subject to this collective bargaining agreement in any respect except as otherwise specifically set forth herein. Such employment shall not exceed 16 weeks of work per calendar year from the date of employment to termination of employment. Periods in excess of 16 weeks per calendar year shall constitute full-time employment and shall be regulated as such under the terms of this agreement. Said 16 weeks shall be cumulative within a one-(1)year period.

d. None of the aforesaid persons under A, B and C shall be entitled to receive any fringe benefits and the Employer shall have the sole discretion to determine their compensation; provided no such person shall receive a higher hourly rate than a member of the bargaining unit of like classification.

e. The use of part-time, temporary, seasonal, or co-op employees shall not cause or result in the layoff of regular full-time employees in the same seniority group.

#### ARTICLE 2 - AGENCY SHOP, CHECKOFF OF DUES AND SERVICE FEES

A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their union application form and dues deduction authorization form.

B. The City agrees to deduct from the wages of an employee, who is a member of the union, all monthly Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.

C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in the amount equal to the regular monthly membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the City from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all monthly Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the employee shall execute the said form. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and to the Union.



E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the designated financial officer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees. The amounts of the Union dues and service fees may not be changed more often than once per year. The monies so deducted shall be remitted promptly to the designated financial officer of Council 25, American Federation of State, County, and Municipal Employees, AFL-CIO, along with an alphabetical list showing the names, addresses, seniority dates and amounts deducted for all employees from whose pay deductions were made.

F. The Union agrees to indemnify, save, and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

#### ARTICLE 3 - AID TO OTHER UNIONS

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

#### ARTICLE 4 - CONTINUITY OF WORK

The Union, its officers and agents, and all employees in the bargaining unit agree that there shall be no strikes, work stoppages, slowdowns, or other interruptions of any kind with the full, faithful and proper performance of the duties of the employees covered by this Agreement, and further agree that the City of Milan shall not be bound to comply with the provisions of this Agreement in the event of a strike or other violation of this provision. The City will not lockout employees covered by this Agreement.

## ARTICLE 5 - MANAGEMENT RIGHTS

A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.

B. The City has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed, and to solely determine if such work is to be performed. The City has the right to layoff personnel and to contract or subcontract all or part of the work in order to improve departmental efficiency or due to a lack of work or funds. In the event the City of Milan advertises for bids for a contract that would remove work and could cause a layoff in the bargaining unit, the City shall immediately notify the Union in writing.

C. The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.

D. The City shall retain as management rights any and all powers regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this Agreement.

E. The City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

## ARTICLE 6 - REPRESENTATION

A. The Union has the right to designate (1) A Chapter Chair; (2) a Steward and an Alternate Steward for the wastewater treatment plant from among the employees at the wastewater treatment plant; (3) a Steward and an Alternate Steward for the clerical employees from among the clerical employees; and (4) a Steward and an

Alternate Steward for the rest of the Bargaining Unit from among the other employees of the Bargaining Unit. The names of the persons so designated shall be submitted in writing to their department heads and to the City Administrator of the City, and any changes in such designations shall also be promptly submitted in writing to the appropriate department heads and to the City Administrator.

B. The Chapter Chair or, in his or her absence, the Steward, is authorized to transmit and receive, on behalf of the Union, official written communications and written information.

C. The Steward, or in his or her absence, the Alternate Steward, with the prior approval of such person's supervisor, shall be permitted time off without loss of time or pay from such person's scheduled work hours for the purpose of meeting with representatives of the Employer or to present written grievances in accordance with the Grievance Procedure contained in this Agreement. No overtime or other premium pay shall be paid to the Chapter Chair or Steward for time spent meeting with representatives of the Employer in accordance with this Article.

D. Union Bargaining Committee

(1) Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.

(2) All bargaining by the parties shall commence during the regular workday (first shift).

(3) Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations, however, no overtime shall be paid for time spent in negotiations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definition of Grievance. A grievance shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. A written grievance shall name the employee(s)

involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected or the steward if the grievance is filed by the Union. A written grievance need not be processed if it fails in any of the foregoing respects.

B. Grievance Procedure. All grievances shall be processed in the following manner:

(a) Step 1 - Verbal Procedure. Within five (5) working days after an employee knows or should have known of the events giving rise to the grievance, the employee and his steward shall discuss the matter with the immediate supervisor. The immediate supervisor shall give an answer to the Union within two (2) working days of the discussion. Every effort shall be made to satisfactorily resolve the grievance in this matter.

(b) Step 2 - Written Procedure. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to a written grievance. The written grievance shall be submitted to the Department Head within five (5) working days after the Employer's answer in Step 1. Within five (5) working days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the Department Head. The Department Head shall give his answer in writing to the employee or steward within five (5) working days following the meeting.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Administrator within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between the City Administrator and the Union Representatives. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day working period, it shall be scheduled for a date mutually convenient to the parties.

The City Administrator shall respond in writing within ten (10) working days after the meeting.

(d) Step 4. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chair shall refer the matter to Council #25.

1. Within 30 calendar days after receipt of the City's answer at Step 3, the Union may move the grievance to arbitration by notifying the City and Council 25 of their intent to arbitrate. The parties shall then attempt to mutually select an Arbitrator.

If, within 30 calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed by Council 25 to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules.

2. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

3. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer.

The Arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

4. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated as a result of a decision of the Council #25 Appeal Procedure, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within sixty (60) working days from the date of

withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case by mutual agreement. In such event, the withdrawal without prejudice will not affect financial liability.

C. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by either party, the grievance shall advance to the next step, except 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 extension is specified.

D. Time Computation. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

E. Grievance Form. The grievance form shall be supplied by the Union.

F. Lost time. For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided or in discussing such a grievance with a representative (or representatives) of the City, a steward (in his capacity as such or as a member of the Employee Committee) shall be paid at his regular straight time rate for those straight time hours during which he would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event, shall any such Union Representative, leave his work for such purposes before first notifying his supervisor and turning his work over to a replacement who shall be provided by the supervisor as promptly as is practical under the circumstances.

#### ARTICLE 8 - DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension.

The Employer agrees, immediately upon the discharge or suspension of an employee, to notify, in writing, the employees, their steward and the Local President/Chapter Chairperson of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. The employer shall not discharge employees or take other disciplinary action without just cause.

C. The discharged or suspended employee will be allowed to discuss their discharge or suspension with their union representative(s) and the Employer will make available a meeting room where they may do so before they are required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or suspension with the employee and the steward or union representative.

D. Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the local representative(s) consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.

E. 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 two (2) years previously.

#### ARTICLE 9 - TIME LIMIT ON MONETARY CLAIMS

A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed except, in cases of extenuating circumstances which prevented the timely filing of a grievance, the limit shall be increased to fifteen (15) working days.

B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the City payroll, or from unemployment insurance.

C. In the case of a pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such

pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

#### ARTICLE 10 - SPECIAL CONFERENCES

A. Special conferences for important matters other than grievances, shall be arranged between the Local President or their designated representative, and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) bargaining unit members and at least two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within seven (7) working days after the request is received. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Council and/or representatives of the International Union.

#### ARTICLE 11 - SENIORITY

A. New employees hired in the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When an employee finishes the probationary period their name shall be entered on the seniority list of the unit and they shall rank for seniority from their date of hire. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except for employees who are discharged or suspended for other than union activities.



- C. Seniority is hereby defined as the length of continuous service from the initial date of hire; it shall include only time spent in this bargaining unit.

#### ARTICLE 12 - LOSS OF SENIORITY

A. Employees shall lose their seniority for the following reasons only:

- (a) They quit
- (b) They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) They are absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by registered certified mail to the employee at the last known address that they have lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- (d) If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) If laid off in excess of three (3) years or a period of time equal to his length of employment prior to the layoff, whichever is less, he/she shall lose seniority.
- (g) They retire.

#### ARTICLE 13 - SENIORITY LISTS

A. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the

seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, the last four (4) digits of their Social Security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest such four (4) numbers being assigned first to the seniority list, etc.

B. The employer will keep the seniority list up-to-date and will provide the Union with a copy and Council #25 AFSCME, AFL-CIO with one (1) up-to-date copy every six (6) months, upon request.

#### ARTICLE 14 - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairperson, the DPW Steward, and the Clerical Steward, in that order, for the purpose of lay-off only, shall head the Seniority List of the Bargaining Unit, during their term in office.

#### ARTICLE 15 - LAYOFF PROCEDURES

A. The word "layoff" means a reduction in the work force.

B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least fourteen (14) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority job titles, and work locations.

C. When a layoff takes place, temporary, seasonal, part-time and probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in inverse order of their seniority, provided that no employee shall be allowed to bump into a position unless he or she is fully qualified to perform the duties of that position, i.e., the least-senior employee on the seniority list being laid off first.

It is understood between the parties that, in the event of layoffs, clerical employees may not bump non-clerical employees and non-clerical employees may not bump clericals. Clerical employees shall be laid off by classification in inverse order of their seniority. Clerical employees may

bump into equal or lower paid clerical positions provided they are fully qualified and able to perform the duties of the position into which they bump.

D. Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.

E. During a layoff there shall be no scheduled overtime, only casual, occasional, or emergency overtime will be worked.

F. A grievance concerning an alleged violation of this article may be submitted directly to Step 2 of the grievance procedure.

G. Employees who are laid off may, upon request, be paid for all or part of their accumulated vacation time and compensatory time.

#### ARTICLE 16 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in the reverse order of which they were laid off. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a "quit". In proper cases, exceptions may be made.

#### ARTICLE 17 - REINSTATEMENT OF VETERANS

The re-employment rights of employees returning from military service and probationary employees will be in accordance with all applicable laws and regulations.

#### ARTICLE 18 - TRANSFERS OUT OF BARGAINING UNIT

If an employee is transferred to a position under the Employer not included in the bargaining unit, he or she shall retain all right accrued for the purpose of any benefits based on seniority provided in this Agreement.

Employees may return to their former positions within a six-(6) month period.

Thereafter, an employee returning to the bargaining unit will retain bargaining unit seniority, but will not accrue further bargaining unit

seniority while outside the bargaining unit, and will be placed into the position of general laborer, or, in the case of clerical employees, in the lowest-paid clerical position, until a position is open for bid for which he or she is the most senior.

#### ARTICLE 19 - JOB POSTING AND BIDDING

Permanent vacancies of positions within the bargaining unit shall be posted for a period of at least seven (7) days prior to filling the vacancy. Employees interested in filling the vacancy shall apply in writing to the Department Head. Permanent vacancies shall be filled on the basis of qualifications. In the event two or more employees are equal in qualifications, the vacancy shall be filled by the most senior employee who has applied for the position. The vacancy shall be filled within seven (7) working days of the end of the posting period.

There shall be a fifteen (15) working day trial period to determine the employee's desire to remain on the job and his ability to perform the job during which period the employee may be returned to his former job. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing.

During the trial period employees will receive the rate of the job they are performing. Upon such a transfer, employees shall not receive a reduction in pay but, in no event, shall they be paid more than the maximum pay of the job to which they have transferred.

Employees may not bid on vacancies for a period of one-year following a successful bid on another job.

Upon request, the steward will be furnished with the names of all employees who bid for vacant jobs in accordance with this article.

#### ARTICLE 20 - TEMPORARY VACANCIES

A. In the event there is a temporary job or job opening due to illness, lack of manpower, leaves or emergencies, the City may fill such job by transferring another employee or employees to such temporary vacancies not

to exceed six (6) months, unless a longer time is agreed to. Seniority of employees affected will not be changed.

B. When employees are assigned to perform the duties of a higher paid classification for more than two consecutive working days, they shall be paid the rate of the higher paid classification from the beginning of the first day of the assignment.

C. When filling vacant positions of a higher classification, the senior employee who meets the qualifications for the job shall be given first consideration, provided he/she is available.

#### ARTICLE 21 - WORK PERFORMED BY SUPERVISORS

Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency or unforeseen circumstances or which call for immediate attention or instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. Provided, however, that a supervisor may also assist bargaining unit members, from time to time, in the performance of their duties where that assistance does not result in a direct reduction of employee work hours, or the number of bargaining unit members called in to perform a task.

It is understood between the parties that the Clerk/Treasurer may continue to perform clerical duties as required by her position. Other supervisory employees will perform clerical duties when deemed necessary for the operation of the City.

#### ARTICLE 22 - BULLETIN BOARDS

The City will provide a bulletin board at the Public Works Annex Building, the Wastewater Treatment Plant and City Hall for the exclusive use of the Union.

#### ARTICLE 23 - SAFETY

The City recognizes its responsibility to provide safe and healthful

working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

A Safety Committee of the employees and City are hereby established. This Committee shall consist of one (1) representative from the Union and one (1) representative from Management. Meetings may be called by either party as deemed necessary.

In the event an issue regarding safety cannot be resolved--it will become a proper subject for the grievance procedure and shall be commenced at Step 3 of the grievance procedure.

#### ARTICLE 24 - DISTRIBUTION OF AGREEMENT

The Employer agrees to provide to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

#### ARTICLE 25 - SAVINGS CLAUSE

If any article or provision of this Agreement shall be held invalid by operation of law of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or provision.

#### ARTICLE 26- EXTENT OF AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them relative to wages, hours and other terms and conditions of employment. The Union, for the life of this Agreement unqualifiedly waives the right to further collective bargaining with the City with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even

though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 27 - HOLIDAYS

A. The following days shall be paid holidays:

New Years Day  
Presidents' Day  
One-half (1/2) day on Good Friday- afternoon (p.m.)  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

If a holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday; if a holiday falls on a Sunday the following Monday shall be recognized as the holiday.

B. Eligible employees will be paid their regular, current straight time rate of pay for eight (8) hours for each holiday (four hours for Good Friday-afternoon). To be eligible, employees must work their regular assigned workdays immediately preceding and following the holiday unless their absence has been excused by the Department Director.

C. If an employee is required to work on a holiday, he shall be given the choice of eight (8) hours of time and half pay plus his/her regular eight (8) hours pay or twelve (12) hours time off with pay plus his/her regular eight (8) hours pay, to be taken within thirty (30) days of such holiday.

One-half of these amounts shall apply if the employee is required to work the half-day holiday on Good Friday.

D. If a holiday occurs during an employee's vacation, he shall be paid for the holiday and not charged with having used the vacation day; if a holiday occurs while an employee is on sick leave, he shall be paid for the holiday and not charged with using the sick leave.

E. In addition to the above holidays, all full-time employees not on probation shall be entitled to three (3) personal leave days, with pay, per fiscal year. Employees first becoming eligible for this benefit shall have

such time prorated to the nearest one-half (1/2) day. Personal leave days may be taken at the mutual convenience of the employee and the Department. Such time may not be banked.

#### ARTICLE 28 - VACATIONS

A. All full time employees shall earn paid vacation credits based on the number of years of service they have with the City in accordance with the following schedule:

<u>Years of Service</u>	<u>Yearly Vacation</u>
1 - 5 years	12 working days 8
6 - 10 years	15 working days 10
11 - 15 years	18 working days 12
16 year	19 working days 12.67
17 years	20 working days 13.33
18 years	21 working days 14
19 years	22 working days 14.67
20 years	23 working days 15.33
21 years & over	24 working days 16 (Maximum)

B. Vacation days shall be credited to each employee's accumulated vacation bank on a monthly basis. Employees may not have accumulated as of December 1 of each year, more than two (2) years' worth of vacation. Time in excess of this limit will be permanently lost, unless management does not provide the employee a reasonable opportunity to use the vacation time, in which event the employee may, at his or her option, be paid in cash for such unused vacation. Each employee shall have the option of being paid in cash for up to five (5) days of unused vacation each year providing the employee gives written notice to the City prior to November 1. Such payment shall be made in December.

C. The Department Head will determine how many employees within each classification may be off on vacation at any given time. Subject to the Department Head's approval and the operating needs of the Department, vacations will be granted at times most desired by employees and notification will be made to employee no later than March 31st after submitting vacation request forms for the calendar year no later than January 31st of each year. In the event of unexpected vacation requests following March 31st, the employee shall be notified within ten (10) days. For vacations requested for a period of time to be taken between January 1st and March 31st, the



Department Head shall give notification to the employee within ten (10) days.

When two (2) or more employees in the same classification desire to be off on vacation at the same time, but the Department Head cannot permit that many employees to be off at the same time, the employee with the greatest amount of seniority shall be given preference.

#### ARTICLE 29 - LEAVES OF ABSENCE

A. Unpaid leaves of absence for periods not to exceed one (1) year will be granted without loss of seniority for:

1. Physical or mental illness
2. Prolonged illness in immediate family

B. Unpaid leaves of absence for periods of up to thirty (30) days will be granted for personal reasons provided such leaves do not interfere with the operations of the department.

C. Unpaid leaves may be granted or extended for definite periods at the discretion of the City Administrator for good cause shown; such action must be in writing with a copy sent to the Union.

D. Employees shall accrue seniority while on leaves of absence granted in accordance with this Article, and shall be returned to the position they held at the time the leave of absence was granted if it is vacant or to another position for which he or she is qualified. Employees filling positions made temporarily available due to the granting of a leave of absence, shall be considered to be probationary subject to the return to the job of the employee on the leave of absence.

E. The Employer shall abide by all provisions of the Family and Medical Leave Act except in those areas where the existing contract provisions exceed those provided by the Act, in which case the contract language will take precedence. If an employee is entitled to use paid leave for the purpose he/she requests a FMLA leave, he or she must use it.

#### ARTICLE 30 - SICK LEAVE

A. Employees covered by this Agreement shall accrue eight (8) sick

leave hours for each month worked upon completion of their probationary periods. Such accrual shall be retroactive to the employee's date of hire, but paid sick leave may not be used by probationary employees. For purposes of this section, a month is defined as a calendar month during which the employee is paid for at least one hundred twenty-eight (128) hours.

B. Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours. An employee who has accumulated sick leave to a maximum of nine hundred sixty (960) hours, shall be paid out annually as part of his/her compensation, one-half (1/2) of the unused sick leave in excess of the maximum accumulation and the remaining one-half (1/2) of unused sick leave shall be lost. The Department Head will requisition this to the payroll department as part of the annual optional and/or additional year-end payouts as provided in other section of this bargaining agreement.

C. Sick leave may be used only upon approval of the Department Head who may require a doctor's certificate verifying illness. Sick leave is paid absence due to illness, injury, or exposure to contagious disease which could be communicated to another employee. Sick leave shall be charged in two (2) hour increments. In absences occurring in blocks of time in excess of two (2) hour increments, the employee's sick leave bank shall be charged by the higher two (2) hour increment of time.

The department head may also approve the use of sick leave to enable an employee to attend to, or make arrangements for, the care of sick members of the employee's immediate family which is defined for this purpose to be the employee's spouse, children or parents; provided that no more than one (1) day of such sick leave use may be allowed in each instance.

D. To be eligible for paid sick leave an employee must notify his supervisor as soon as possible that he will be absent from work, but in no instance later than his scheduled starting time. In proper cases, exceptions may be made.

E. Improper use of sick leave will disallow payment and will subject the employee to disciplinary action up to and including discharge.

F. At the time of an employee's retirement or death, his unused

accumulated sick leave, up to a maximum of sixty (60) days will be paid to the employee or his beneficiary. Unused sick leave will not be paid when employment is terminated for reasons other than retirement or death.

#### ARTICLE 31 - FUNERAL LEAVE

Each full time employee shall be entitled, at no loss of pay, to two (2) working days of funeral leave in the event of a death in his immediate family.

The City Administrator may grant up to an additional three (3) days leave in the event that the employee needs more time to make funeral arrangements or travel a great distance to attend the funeral. For purposes of this article, immediate family is defined as: mother, father, sister, brother, wife or husband, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, or a member of the employee's household.

In the event of a death of a member of the bargaining unit, the Chapter Chairperson or his designee, will be entitled to one (1) day of leave, at no loss of pay, to attend the funeral.

#### ARTICLE 32 - JURY DUTY

The City of Milan shall pay any employee who is called for jury duty the difference between the amount paid by the court excluding mileage and the regular amount paid the employee. It is understood that if the employee is not selected and is released by the court, he or she shall report for work.

#### ARTICLE 33 - CONTINUING BENEFITS

Any employee wages, hours, and conditions of employment which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

#### ARTICLE 34 - OVERTIME

- A. Overtime is defined as assigned time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) week. Paid time including paid sick leave, vacations, holidays and funeral leave and compensatory time off, shall be considered as time worked for the purpose of determining the number of overtime hours worked.
- B. All overtime shall be compensated at the rate of time and one-half the employee's basic hourly rate. The employee shall have the choice, prior to working the overtime, whether to receive payment in cash or compensatory time off. There will be a limit of forty (40) hours compensatory time that may be banked by any employee. Compensatory time off may be taken at a time that is mutually agreeable to employer and employee with twenty-four (24) hours' notice. At the time of execution of this Agreement, employees will be able to retain all accumulated compensatory time to the maximum of forty (40) hours. Employees will be paid at the regular rate for any hours over the maximum.
- C. If an employee is called back to work after having worked his/her regular scheduled hours, he/she shall receive a minimum of two (2) hours' pay.
- D. In cases of schedule overtime, the right to refuse overtime shall be given only to the most senior employee(s). If no senior employee wishes to work the overtime, it shall be assigned to the next senior employee who is qualified to perform the work and who shall be required to perform the overtime work.

#### ARTICLE 35 - RATES FOR NEW JOBS

When a new job that clearly falls within the bargaining unit is created or an existing job is changed and/or reclassified, the Employer will notify the Union of the classification, job content, (description) and rate structure prior to its becoming effective. In the event the Union does not agree that

the classification, job content, (description) and rate are proper, it shall be subject to negotiations.

#### ARTICLE 36 - INSURANCE

Full time permanent employees covered by this Agreement shall participate in the insurance programs of the City of Milan. Current insurance plans are listed below. The City of Milan reserves the right to self-insure or to change carriers with respect to any of the plans, subject to the provision that insurance benefits shall remain equivalent to, or better than, the current coverage, and the City shall provide the Union with sixty (60) days' notice of such change, if possible. Full-time employees will have the option of selecting one health insurance plan from various plans which the City offers.

1) Hospitalization, Medical, and Surgical Insurance- Employees will be covered by the City of Milan insurance plan.

An eligible employee may elect to take this hospitalization/medical insurance plan after thirty (30) days of employment provided that such coverage shall terminate in the event that the employee does not successfully complete his probation period. Eligible employees may also elect to be covered by this plan during the annual enrollment period, which normally occurs during a two-week period in May, taking effect July 1. The City of Milan will assume the full cost of the employee's hospitalization/medical insurance premium including the cost of coverage for the employee's spouse and the employee's children who are under nineteen (19) years of age, but not for coverage for other dependents such as parents, parents-in-law, or children who are nineteen (19) years of age or older.

The City shall pay all increases in health insurance premiums that are effective prior to July 1, 1996. Effective July 1, 1996, to the extent that health insurance premiums are increased to levels that exceed those of the base year, the City shall pay two-thirds and the employee shall pay one-third of such excess. The base year premiums shall be the higher of those, which were first effective in fiscal year 1994-95 or 1995-96.

Children turning nineteen (19) years of age will be insured until December of the same year in which they reach their 19<sup>th</sup> birthday. If an employee wishes to have their children covered after such time, he/she must fill out the necessary documents with the City Clerk/Treasurer. If they do not wish to have their children covered after such time, they must also fill out the necessary paper work with the City Clerk/Treasurer. Employees who wish to have their children covered after such time, and after being billed, payment must be received by the City Clerk/Treasurer by the 15th day of each month prior to month of insurance coverage.

2) Dental Insurance - Employees will be covered by the City's dental insurance plan. Such coverage is provided to new employees after they have achieved sixty (60) days of employment and shall terminate in the event the employee does not successfully complete the probationary period.

3) Optical Insurance- Employees will be covered by the City of Milan's Optical Insurance plan.

4) Life Insurance, Accidental Death and Dismemberment Benefit, and Weekly Indemnity Benefit - Employees will be covered by the City of Milan's Group Insurance Plan, which provides thirty thousand dollars (\$30,000) of group life insurance coverage and accidental death and dismemberment benefit as well as a weekly indemnity benefit.

5) Disability Income Insurance - Employees will be covered by the City of Milan's long-term disability income protection insurance plan.

6) Workers' Compensation, Unemployment Compensation - Employees will be covered by applicable laws providing workers' compensation and unemployment compensation benefits.

7) There shall be an overall citywide joint committee including representatives from all City bargaining units that will investigate and discuss various health insurance options that address the problem of rising health insurance costs. This committee is to be organized as soon as possible.

## ARTICLE 37 - TUITION REIMBURSEMENT

The City shall reimburse employees up to seven hundred dollars (\$700) per calendar year for the costs of tuition and books for courses taken at accredited colleges or universities upon satisfactory completion of such courses with grades of "C" or better, provided such courses are job related and approved by the department head, as such, or are required courses of a degree program, which is job related and approved, as such, by the department head.

## ARTICLE 38 - PENSIONS

A) For all Full-time employees who were hired prior to the signing of this agreement and are covered by this agreement, the basic benefit program is the Michigan Municipal Employees Retirement System (MERS) B-1 benefit plan with the F55 with 25 years rider. Effective 7-1-99 the MERS B-2 with the F55 with 25 years rider will become effective. There shall be no employee contribution with all costs borne by the City.

B) For all those Full-time employees covered by the agreement, but hired after 7-1-98 (signing of the agreement), shall be enrolled in a MERS defined contribution plan. The employee shall contribute three (3%) percent of his/her annual wages to the plan, and the City shall match the employee contribution. The employee at his or her option, may however, contribute five (5%) percent of his/her wages (rather than three (3%) to the MERS defined contribution plan, which the City shall match. New employees under the defined contribution plan shall vest after five (5) years of service.

## ARTICLE 39 - DEFERRED COMPENSATION PROGRAM

The City shall make available to employees a deferred compensation program that complies with Section 457 of the Internal Revenue Code.

ARTICLE 40 - SCHEDULED WORK HOURS

A. The City shall have the right to determine reasonable schedules of work based on the needs of its operations, the safety of employees, and the efficiency of operations. Currently, employees are assigned to work Monday through Friday schedules except at the Wastewater Treatment Plant where employees work a rotating schedule.

B. Normal working hours for non-clerical employees are 7:00 a.m. - 3:30 p.m.

C. Normal working hours for clerical employees are 8:00 a.m. - 5:00 p.m.

D. The City agrees that it will discuss, with the Union, upon request, changes in working hours and the desires of employees regarding preferred starting and quitting times.

E. The City agrees that it will not change normal starting or quitting times, except in situations of serious necessity, without giving the Union one-week prior notice and an opportunity to discuss the reasons for the change.

F. In the event that the City of Milan establishes work schedules involving more than one shift per day, employees assigned to operations with more than one shift shall be allowed to select, within each job classification, their preferred shift assignment in order of their seniority.

Exceptions to this selection of shifts by seniority rule may be made by the City for purposes of training employees and familiarizing them with the variations of work and procedures associated with the different shifts.

Once shift assignments are made in accordance with this provision, no reassignment of shifts based on seniority shall be made for the balance of the calendar year. Thereafter, reselection of preferred shifts within each job classification based on seniority shall be made annually.

G. When the Employer changes a shift for the purpose of street cleaning, street painting, and fire hydrant flushing, the employee shall receive a shift premium of fifty cents (\$0.50) an hour for all hours worked on that shift, if all hours are worked at straight-time rate of pay.



ARTICLE 41 - UNIFORMS

The City of Milan will provide uniforms for City employees and employees will be required to wear their uniforms at all times during work hours, and not on personal time. City will not pay for damaged uniforms, lost, or misplaced uniforms except due to reasonable employee wear and tear. Employee will be responsible for the cost of replacement uniforms in any other cases. Employees reporting for work without provided uniform will be sent home without pay.

ARTICLE 42 - LONGEVITY PAY

Employees covered by this Agreement shall continue to receive longevity pay based on years of services as follows:

<u>After Years of Service</u>	<u>Percentage of Annual Base Pay</u>
5	3%
10	4%
15	5%

Longevity payment will be made on the payday which falls most nearly to December 15 of each year, and shall only be made to those employees actively employed by the City on said payday. No right to longevity pay shall accrue to any employee until December 15 of each year.

ARTICLE 43 - LOSS OF DRIVER'S LICENSE

When an employee, who by job description is required to have a driver's license, loses such license, the City will place the employee in a position not requiring a driver's license, if such position exists and is vacant. If no such position is available, the employee will be considered eligible for an unpaid leave of absence in accordance with Article 29, paragraph B, or the employee may utilize accrued vacation, compensatory time, or personal leave time.

ARTICLE 44 - WAGE RATES

Hourly rates of pay for all employees covered by this Agreement shall be in accordance with the attached Schedule A, and the yearly increases, which are shown below:

- July 1, 1998-June 30, 1999 3.0% wage increase retroactive to July 1, 1998
- July 1, 1999-June 30, 2000 1.0% wage increase on 7-1-99 and a 2.0% wage increase on 1-1-2000
- July 1, 2000-June 30, 2001 1.0% wage increase on 7-1-2000 and a 1.0% wage increase on 1-1-2001
- July 1, 2001-June 30, 2002 No wage increase (0%)

ARTICLE 45 - EFFECTIVE DATE, DURATION, MODIFICATION

A. This Agreement shall become effective upon the effective date of its approval by the Milan City Council.

B. This Agreement shall remain in full force and effect until it expires at 11:59 p.m. on June 30, 2002.

C. If either party desires to extend or modify this Agreement upon its expiration, it shall so notify the other, in writing, at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below on this 16th day of Feb, 1999.

Local 369, American Federation of State, County, and Municipal Employees, AFL-CIO

Susan E. Humphrey  
William M. Bell  
Angela M. Flor (C25)

City of Milan

Sherry L. Steinwedel  
 Sherry L. Steinwedel,  
 Clerk/Treasurer  
David P. Ludwig  
 David P. Ludwig, Mayor

SCHEDULE A

5/5/99

I. **The following hourly pay rates shall be effective from July 1, 1998 through June 30, 1999:**

Note: Reflects a 3% increase                      1.03

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 8.86	\$ 9.50	\$ 9.82
Secretary 1	10.02	10.53	11.28
Secretary 2	10.59	11.09	11.68
Senior Clerk 1	9.82	10.27	10.85
Senior Clerk 2	10.48	10.79	11.32
Billing Clerk	10.46	10.92	11.41
Bookkeeper	12.32	12.98	13.57
Deputy Treasurer	12.51	13.17	13.76
Building/Assessing Assistant	12.30	12.94	13.50

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.32	\$ 10.11	\$ 10.95
Maintenance Worker II	II	10.64	11.63	12.64
Maintenance Worker III	III	11.89	12.86	13.88
Water System and Wastewater Treatment Plant Operator in- Training	III	11.89	12.86	13.88
Assistant Mechanic	III	11.89	12.86	13.88
Water System and Wastewater Treatment Plant Operator	IV	13.31	14.29	15.27
Senior Mechanic	IV	13.31	14.29	15.27

SCHEDULE A

II. **The following hourly pay rates shall be effective from July 1, 1999 through December 31, 1999:**

Note: Reflects a 1% increase                      1.01

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 8.95	\$ 9.60	\$ 9.92
Administrative Clerk	10.70	11.20	11.80
Accounting Clerk	11.39	11.95	12.49
Building/Assessing Assistant	12.42	13.07	13.64
Bookkeeper	12.44	13.11	13.71
Deputy Treasurer	12.64	13.30	13.90

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.41	\$ 10.21	\$ 11.06
Maintenance Worker II	II	10.75	11.75	12.77
Maintenance Worker III	III	12.01	12.99	14.02
Water System and Wastewater Treatment Plant Operator in- Training	III	12.01	12.99	14.02
Assistant Mechanic	III	12.01	12.99	14.02
Water System and Wastewater Treatment Plant Operator	IV	13.44	14.43	15.42
Senior Mechanic	IV	13.44	14.43	15.42

Effective December 2, 1999

SCHEDULE A

III. The following hourly pay rates shall be effective from January 1, 2000 through June 30, 2000:

Note: Reflects a 2% increase 1.02

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 9.13	\$ 9.79	\$ 10.12
Administrative Clerk	10.91	11.42	12.04
Accounting Clerk	11.62	12.19	12.74
Building/Assessing Assistant	12.67	13.33	13.91
Bookkeeper	12.69	13.37	13.98
Deputy Treasurer	12.89	13.57	14.18

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.60	\$ 10.41	\$ 11.28
Maintenance Worker II	II	10.97	11.99	13.03
Maintenance Worker III	III	12.25	13.25	14.30
Water System and Wastewater Treatment Plant Operator in- Training	III	12.25	13.25	14.30
Assistant Mechanic	III	12.25	13.25	14.30
Water System and Wastewater Treatment Plant Operator	IV	13.71	14.72	15.73
Senior Mechanic	IV	13.71	14.72	15.73

Effective December 2, 1999

SCHEDULE A

IV. The following hourly pay rates shall be effective from July 1, 2000 through December 31, 2000:

Note: Reflects a 1% increase                      1.01

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 9.22	\$ 9.89	\$ 10.22
Administrative Clerk	11.02	11.53	12.16
Accounting Clerk	11.74	12.31	12.87
Building/Assessing Assistant	12.80	13.46	14.05
Bookkeeper	12.82	13.50	14.12
Deputy Treasurer	13.02	13.71	14.32

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.70	\$ 10.51	\$ 11.39
Maintenance Worker II	II	11.08	12.11	13.16
Maintenance Worker III	III	12.37	13.38	14.44
Water System and Wastewater Treatment Plant Operator in- Training	III	12.37	13.38	14.44
Assistant Mechanic	III	12.37	13.38	14.44
Water System and Wastewater Treatment Plant Operator	IV	13.85	14.87	15.89
Senior Mechanic	IV	13.85	14.87	15.89

Effective December 2, 1999

SCHEDULE A

V. The following hourly pay rates shall be effective from January 1, 2001 through June 30, 2001:

Note: Reflects a 1% increase 1.01

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 9.31	\$ 9.99	\$ 10.32
Administrative Clerk	11.13	11.65	12.28
Accounting Clerk	11.86	12.43	13.00
Building/Assessing Assistant	12.93	13.59	14.19
Bookkeeper	12.95	13.64	14.26
Deputy Treasurer	13.15	13.85	14.46

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.80	\$ 10.62	\$ 11.50
Maintenance Worker II	II	11.19	12.23	13.29
Maintenance Worker III	III	12.49	13.51	14.58
Water System and Wastewater Treatment Plant Operator in- Training	III	12.49	13.51	14.58
Assistant Mechanic	III	12.49	13.51	14.58
Water System and Wastewater Treatment Plant Operator	IV	13.99	15.02	16.05
Senior Mechanic	IV	13.99	15.02	16.05

Effective December 2, 1999

SCHEDULE A

VI. The following hourly pay rates shall be effective from July 1, 2001 through June 30, 2002:

Note: Reflects a 0% increase 1.00

A. Clerical Classifications

<u>TITLE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Clerk/Typist	\$ 9.31	\$ 9.99	\$ 10.32
Administrative Clerk	11.13	11.65	12.28
Accounting Clerk	11.86	12.43	13.00
Building/Assessing Assistant	12.93	13.59	14.19
Bookkeeper	12.95	13.64	14.26
Deputy Treasurer	13.15	13.85	14.46

B. Non-Clerical Classifications

<u>TITLE</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>MAXIMUM AFTER 2 YRS OF SERVICE</u>
Maintenance Worker I	I	\$ 9.80	\$ 10.62	\$ 11.50
Maintenance Worker II	II	11.19	12.23	13.29
Maintenance Worker III	III	12.49	13.51	14.58
Water System and Wastewater Treatment Plant Operator in- Training	III	12.49	13.51	14.58
Assistant Mechanic	III	12.49	13.51	14.58
Water System and Wastewater Treatment Plant Operator	IV	13.99	15.02	16.05
Senior Mechanic	IV	13.99	15.02	16.05

Effective December 2, 1999



IV. For the term of this Agreement, the following pay rules shall apply:

A) No employee shall experience a reduction in pay as the result of implementing this pay rate schedule.

B) Employees shall receive step increments within the pay range of their respective pay grade effective with the beginning of the payroll period within which their anniversary date of entering that pay grade falls.

C) Upon promotion to a classification within a higher pay grade, an employee shall not receive a reduction in pay, but shall be paid at that step increment level within the new pay grade that is next higher than the pay rate he was receiving before the promotion.

D) In an effort to promote career opportunities for DPW workers in the wastewater and water plants, an employee in the DPW Department shall receive an additional fifteen cents (\$0.15) per hour upon acquiring an S-4 license.

E) An employee who is considered an Operator-in-training in the wastewater and water treatment plants, pay grade III, will become an Operator, pay grade IV, upon the achievement of acquiring a minimum license. An employee will have three (3) consecutive attempts to test for the minimum license.

F) An employee will receive an additional increase for each additional license according to the schedule outlined below. Provided, however, that an employee will only receive an additional increase for the highest license he/she maintains in each category.

License Level	S-4-D-4,D	pays	\$0.15/hr. each
(low to high)	S-3,D-3,C	pays	\$0.25/hr. each
	S-2,D-2,B	pays	\$0.35/hr. each
	S-1,D-1,A	pays	\$0.45/hr. each

Importantly, however, employees in the position of Wastewater Treatment Plant Operator and Water Plant Operator shall not receive any additional increase for the minimum licenses they are required to maintain as part of the performance of their duties. Specifically, the Wastewater Treatment Plant Operator is required to maintain a minimum license of D, and, therefor, shall not receive an additional

increase for this license. Moreover, the Water Plant Operator is required to maintain a D-4 and, therefor, shall not receive an additional increase for this license. Provided, however, no employee will receive a reduction in current wages as a result of this amended subsection.

G) It is understood that an employee must maintain his/her license in order to receive above premium pay.

H) The Employer shall pay an hourly premium to any employee who receives his/her certification/license from the State that is required for the application of chemicals. The above hourly premium shall be negotiated in conjunction with the Schedule A IV-F. The Employer will pay any renewal fees for such license that may be required.

LETTER OF UNDERSTANDING  
BETWEEN

THE CITY OF MILAN, MICHIGAN  
AMD  
AFSCME LOCAL 369

RE: Creation of New Positions and Elimination of Positions

It is understood and agreed between all parties that a new position, Accounting Clerk, will be created. Barbara Harris and Susan Humphrey will be placed into that position. The wage scale for this position would fall between the Utility Billing Clerk position and the Bookkeeper position. Therefore the pay rate schedule effective from July 1, 1999 through December 31, 1999, in the Local 369 Labor Agreement, will include the steps as follows: (step one) Minimum \$11.39, (step two) After 1 Year of Service \$11.95 and (step three) Maximum After 2 Years of Service \$12.49, and the wage schedules for the remaining years of the Agreement through June 30, 2002 will be modified accordingly.

The parties further agree that the title of Secretary 2 will be changed to Administrative Clerk. Charlotte Clark and Ellen Bell would be promoted into that position. The wage scale for this position would remain as it is currently for the Secretary 2 position which is as follows: (step one) Minimum \$10.91, (step two) After 1 Year of Service \$11.42 and (step three) Maximum After 2 Years of Service \$12.04.

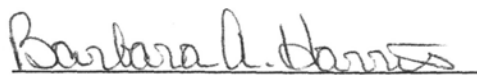
The parties further agree that four positions will be eliminated from the Local 369 Labor Agreement. The positions are Utility Billing Clerk, Senior Clerk I, Senior Clerk II and Secretary I.

Both parties agree that the contents of this Letter of Understanding will be incorporated into Schedule A of the Collective Bargaining Agreement for AFSCME Local 369.

Dated this 2 day of December, 1999.

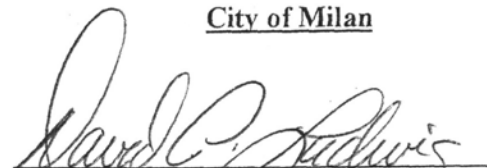
Local 369, American Federation of  
State, County and Municipal Employees,  
AFL-CIO


  
W. Michael Bell, Chair Local 369

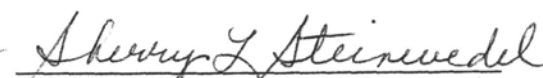
  
Barbara A. Harris, Clerical Steward

  
Angela M. Tabor, Union Representative 12-2-99

City of Milan

  
David P. Ludwig, Mayor

  
Michael J. Czymbor, City Administrator

  
Sherry L. Steinwedel, Clerk/Treasurer

**LETTER OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 369  
AND  
CITY OF MILAN**

**RE: Retiree Health Insurance**

It is understood and agreed between all parties that effective July 1, 1999 through June , 30 2002, the City shall pay fifty percent (50%) of the single health insurance premium for any employee who is eligible for Michigan Municipal Employees Retirement System (MERS) retirement and retires, until such time as the retired employee is eligible to receive Medicare coverage. Both parties agree and fully understand that the health insurance coverage provided under the Agreement may be limited to a specific geographic area in accordance with the health insurance coverage provided by the health insurance carrier.

The parties further agree that in the event that a retired employee who is receiving health insurance from the City pursuant to this Letter of Understanding obtains one hundred percent (100%) employer paid retiree only health insurance coverage from another employer, the City's entire obligation under this Letter of Understanding shall cease on the date the employee's new health insurance coverage becomes effective. In the event the employee then becomes no longer covered by the alternative health insurance plan, the City's health insurance coverage shall resume at the same level prior to the termination of the alternative coverage.

This Letter of Understanding shall expire on the expiration date of the collective bargaining agreement, being June 30, 2002, and shall have no effect thereafter.

Dated this 16th day of February, 1999.

**Local 369, American Federation Of  
State, County and Municipal Employees,  
AFL-CIO**

*Susan E Humphrey*

*Angela M. Inbo (C25)*

*William M Bell*

City Of Milan

*David Ludwig*  
David Ludwig, Mayor

*Sherry L Steinwedel*  
Sherry L. Steinwedel, Clerk/Treasurer

# City of Milan

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*Office of Clerk/Treasurer  
Sherry L. Steinwedel, CMC*

*147 Wabash St. • Milan, Michigan 48160-1594  
Telephone (734) 439-1501 Fax: (734) 439-3925  
email SherryS@ci.milan.mi.us*

## MEMORANDUM

TO: Barbara Harris, Candy Hines, Kathy Liedel and Susan Humphrey  
FROM: Sherry Steinwedel, Clerk/Treasurer  
DATE: May 25, 2000  
RE: Flextime for Clerical Staff at City Hall

The use of flextime will be temporarily suspended, effective June 5, 2000, until further notice to ensure ample coverage to the public.

Cc: James Weaver  
Angela Tabor  
Craig Strong  
Michael Czymbor

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE CITY OF MILAN, MICHIGAN  
AND  
AFSCME LOCAL 369  
AND  
AFSCME LOCAL 3052**

**RE: Flextime for Clerical Staff at City Hall**

It is understood and agreed between all parties that the clerical staff at City Hall have the benefit of utilizing flextime in their weekly work schedules, effective March 1, 1999. Both parties agree and fully understand that City Hall offices will continue to remain open to the public between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday with adequate coverage.

The parties further agree that each employee is still required to work 40 hours per week. The employees shall propose a schedule for the following month at least a month in advance. The City has the sole right to review and modify the proposed work schedule in order to provide ample coverage to the public.

Either party, for any reason, can terminate this Letter of Understanding by providing the other party with written notice at least five (5) days before the date of termination.

Dated this 21 day of May, 1999.

**Local 369 & 3052, American Federation of  
State, County and Municipal Employees,  
AFL-CIO**

W. Michael Bell  
W. Michael Bell, Chair Local 369

Barbara A. Harris  
Barbara A. Harris, Clerical Steward

Robert Ormond  
Robert Ormond, Chair Local 3052

Angela M. Tabor  
Angela M. Tabor, Union Representative

City of Milan

David P. Ludwig  
David P. Ludwig, Mayor

Michael J. Czynbor  
Michael J. Czynbor, City Administrator

Sherry L. Steinwedel  
Sherry L. Steinwedel, Clerk/Treasurer

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILAN, MICHIGAN  
AND  
AFSCME LOCAL 369**

**RE: Deputy Treasurer/Bookkeeper Classification**

It is understood and agreed between all parties that the Deputy Treasurer/Bookkeeper Classification will have the "/Bookkeeper" removed to make two separate positions: one of Deputy Treasurer and the other Bookkeeper. This change will be effective immediately.

The parties acknowledge that the Deputy Treasurer position currently has only one wage step and does not have three steps, as do the other classifications. Therefore the pay rate schedule effective from July 1, 1998 through June 30, 1999, will include the steps as follows: (step one) Minimum \$12.51, (step two) After 1 Year of Service \$13.17 and (step three) Maximum After 2 Years of Service \$13.76.

Both parties agree that the contents of this Letter of Understanding will be incorporated into Schedule A of the Collective Bargaining Agreement for AFSCME Local 369.

Dated this 21 day of May, 1999.

**Local 369, American Federation of  
State, County and Municipal Employees,  
AFL-CIO**

W Michael Bell  
W Michael Bell, Chair Local 369

Barbara A. Harris  
Barbara A. Harris, Clerical Steward

Angela M. Tabor  
Angela M. Tabor, Union Representative

City of Milan  
David P. Ludwig  
David P. Ludwig, Mayor

Michael J. Czymbor  
Michael J. Czymbor, City Administrator

Sherry L. Steinwedel  
Sherry L. Steinwedel, Clerk/Treasurer