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A G R E E M E N T  
Between  
CITY OF FLUSHING  
And  
COUNCIL NO. 25, AFSCME  
AFL-CIO - DPW UNIT  
1989 - 1992

Flushing, City of

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AGREEMENT

CITY OF FLUSHING

and

COUNCIL #25, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL EMPLOYEES

(AFL-CIO)

(DPW UNIT)

This agreement is made between the City of Flushing, a Michigan Municipal Corporation, hereinafter referred to as the "City", and Chapter M of Local 1918 and Council 25 of the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I. PURPOSE AND INTENT

Section 1. 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 City, the Employees, and the Union.

Section 2. The parties recognize that the interest of the City and the job security of the employees depend upon the City's success in establishing a proper service to the City.

Section 3. The City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II. RECOGNITION

Section 1. Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement, of all employees of the City included in the bargaining unit described as follows:

All full and regular part-time employees of the Department of Public Works, Sewage, Water, Cemetery, Utility Man, and Parks and Recreation Department, but EXCLUDING City Manager; City Clerk; Deputy Clerk; City Treasurer; City Assessor; Police Chief; Fire Chief; Building Supervisor; Director of Public Works; Assistant Director of Public Works; all foremen; all elective or executive employees of the City, and all other employees.

Seasonal employees shall be excluded from the bargaining unit and shall be permitted to work as follows:

(1) Among maintenance employees, the seasonal or temporary employee works only between May 1 and September 30.

Section 2. The City will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, with respect to the employees covered by this Agreement for the purpose of undermining the Union.

Section 3. All present employees covered by this Agreement, who are members of the Union at the date it becomes effective, and all new employees upon acquiring seniority, shall be required as a condition of continued employment, to pay or tender to the Union the periodic dues uniformly required as a condition of retaining membership, or a fee for representation. The Union will notify the City, in writing, as to the names of employees who were members at said date.

(a) Upon written request from the Union, the City will discharge any such employee whom the Union shall establish is thirty (30) or more days in arrears in payment of said dues or amounts. Employees shall tender said dues or amounts by signing the Authorization for Payroll Deduction provided in Section 4.

Section 4. The City agrees that it will honor voluntary written authorizations by employees who have accumulated at least 30 calendar days of actual work in the bargaining unit, whereby the City will deduct and remit to the Union, from the employee's pay, the employee's regular, uniform and periodic Union dues. Such dues will be deducted from the employee's second pay of the month and remitted to the Union within ten (10) days thereafter, together with a list showing the names of employees and the amount remitted as to each. The Union agrees that it will inform the City, in writing, of the amount of such regular dues and any changes occurring therein from time to time. The parties agree that any such authorization may be revoked by the employees serving thirty (30) days written notice upon the City. Such authorization shall be upon the following form:

### ARTICLE III. REPRESENTATION

Section 1. For the purpose of representation, the City will recognize the Bargaining Committee of not to exceed three Committeemen, all of whom shall be employees of the City having not less than one year of service with the City, selected by the Union from the regular full-time employees in any manner determined by it; one of whom may be designated as the Chairman of said Committee. The Union shall notify the City, in writing, as to the names of the persons so selected or designated, and any changes therein, immediately upon their selection and, upon receipt of such notice, the City will extend such recognition to such person.

Section 2. The persons named pursuant to Section 1 above, shall act as Stewards in the handling of grievances, as hereinafter provided.

Section 3. The Union may, on the same basis, select Alternate Stewards, but such Alternates will be recognized, and shall act, only in the absence of the Steward for whom they have been named as the Alternate.

Section 4. Stewards, during their working hours, without loss of time or pay, may use a reasonable amount of time in presenting grievances to Supervision.

Section 5. The City will, likewise, recognize representatives of the Union who are not employees, in accordance with the provisions of the Grievance Procedure.

#### ARTICLE IV. SPECIAL CONFERENCES

Special conferences on important and urgent matters relating to the administration of this Agreement will be arranged between Council #25 and the City upon the request of either party. At least two members of the committee may attend such meetings. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 3:30 p.m. The members of the committee shall not lose time or pay for time lost in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

#### ARTICLE V. GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) working days after occurrence of the circumstances giving rise to the grievance, or within ten (10) days after the employee has knowledge of the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2. Any employee having a complaint may first take up the matter with his immediate supervisor either individually or with the Steward.

If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

Step 1. The employee and/or his Steward shall, within three (3) working days after the meeting with the immediate supervisor, reduce the matter to written form stating all facts in detail and submit same to his supervisor. The supervisor shall within three (3) working days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the Steward.

Step 2. Failing to resolve the grievance in the first step, the Steward shall within five (5) working days of receipt of the supervisor's disposition, submit the matter to the D.P.W. Director or his designated representative. The Director or his designated representative shall within five (5) working days of the grievance, record his disposition on all copies of the grievance form and return two (2) copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance as provided in Step 3.

Step 3. Failing to resolve the issue in the second step, the Union shall within five (5) working days of the D.P.W. Director's disposition, contact the City Manager to arrange a meeting between the Union and the City to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the City unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Step 4. If a grievance is not satisfactorily resolved in Step 3, the Union may notify the City of their intent to arbitrate within thirty (30) calendar days after the meeting in Step 3. After receipt of notice on intent to arbitrate, the parties will attempt to select a mutually agreeable arbitrator. The services of the American Arbitration Association shall be utilized if the parties cannot agree to an arbitrator.



Section\_3. The abritrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and shall not add to, subtract from or alter the terms of this Agreement.

Section\_4. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Section\_5. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

Section\_6. The City shall not be required to pay back wages for periods in excess of ten (10) working days prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his grievance within ten (10) working days after receipt of such pay.

Section\_7. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemend final and

■ automatically closed unless a written grievance is filed within ten (10) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

Section 8. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or interim earnings for personal services that he may have received.

Section 9. The City will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments and processing. Such Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance processing shall be subject, after a written warning, to disciplinary action.

#### ARTICLE VI. DISCIPLINARY ACTION

Section 1. Purpose and Scope. Both parties of the Agreement recognize that a certain amount of discipline may be necessary for the efficiency of the operation. The parties also recognize that discipline should be progressive and corrective in nature rather than punitive.

Disciplinary action or measures shall generally be in the following progression:

1. Oral warning
2. Written reprimand
3. Suspension with loss of pay
4. Discharge

Section 2. Reprimand or Warning. Whenever an employee's performance falls below the required level or when an employees conduct falls under one of the causes for action listed in Section 1, his/her supervisor shall inform him/her promptly and specifically of such lapses. If appropriate and justified, following discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated.

NOTE: Whenever a written notation of a verbal reprimand or warning is recorded in the employees's personnel file, the following procedures will be used: the written notation will be brief, noting pertinent data, date, time and a concise reference to the incident. The employee shall sign each such notation.

In situations where an oral warning has not resulted in the correction of the condition where more severe initial action is warranted, a written reprimand, signed by the employee, will be placed in the employee's personnel file. The signature of the employee is to acknowledge receipt only and does not mean that the employee agrees with the discipline.

Section 3. Suspensions. In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the D.P.W. Director with the approval of the City Manager, for a period not to exceed thirty (30) calendar days for each offense for any cause listed in Section 5.

Section 4. Dismissal. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City Manager may dismiss the employee.

Section 5. Causes for Action. Appropriate disciplinary action may be taken for any of, but shall not be limited to, the following causes provided the action taken is not arbitrary:

1. Incompetency, inefficiency, or negligence in the performance of duty.
2. Activity which has been determined to be incompatible with his/her employment.
3. Chronic physical or mental incapacity to perform the work or the position, provided such incapacity is not to be covered by Workers' Compensation.
4. Insubordination, constituting a serious breach of discipline.
5. Unauthorized absences or abuse of leave privileges.
6. Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
7. Falsification of any application or any City record.
8. Use of position for personal advantage.
9. Prohibited political activity as provided by State Law.
10. Willful violation of the provisions of law or of these rules.

Section 6. Appeal. Any employee shall have the right to challenge the propriety of disciplinary action through the regular grievance procedure.

Section 7. Restrictions. Written memos of oral warnings and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file eighteen (18) months after the effective date of the last reprimand. All such documents will remain a part of the employee's file until completion of a eighteen (18) month period without any reprimand.

■ ARTICLE VII. RIGHT TO MANAGE

Section 1. The City, as the employer, retains the inherent right to:

- A. Do all acts and things and exercise all powers vested in it by law.
- B. Manage its affairs efficiently and economically.
- C. Maintain order and efficiency in its operations.
- D. Hire, layoff, assign, transfer and promote employees.
- E. Exercise control of all properties and equipment.
- F. Install, modify or change methods of operations, work schedules and equipment.
- G. Discipline, including suspensions from work and discharge of employees for cause.
- H. Establish, enforce and revise reasonable rules and regulations for the purposes of maintaining order, safety and the efficient operation of the City.
- I. Exercise all other rights and privileges heretofore belonging to the City (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged in this Agreement.

None of the foregoing rights shall be exercised in any manner which is inconsistent with any of the other provisions of this Agreement.

## ARTICLE VIII. SENIORITY

Section 1. New employees hired in the unit, both full and regular part time, shall be considered as probationary employees for the first 640 hours (16 weeks) of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire.

Section 2. There shall be no seniority among probationary employees and they may be discharged, or laid off in any order, without recourse to the grievance procedure, except where it is claimed that such layoff or discharge was due to Union Activity. The Union shall, however, represent probationary employees with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 3. Seniority (part-time or full-time seniority as the case may be) shall be credited to each employee as earned, within the classification in which he works.

Section 4. Seniority shall not be affected by the race, sex, age, marital status or dependents of the employee.

Section 5. The seniority lists will show the names, job titles and rates of all seniority employees. A revised copy will be supplied to the Chairman of the Bargaining Committee every six (6) months upon request.

Section 6. An employee shall lose his seniority and employment status for the following reasons only:

- A. He quits.
- B. He is absent for three (3) consecutive working days without excuse. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

- C. He is absent without proper notification on two occasions in a contract year. In proper cases exceptions can be made.
- D. He does not return to work within five (5) days after recall from layoff, except that if he is employed elsewhere at the time of recall, he will be allowed ten (10) days to return. In either case, the employee must notify the Employer within three (3) days from receipt of recall notice that he will return within the above limits.
- E. He retires or receives a pension from the City of Flushing.
- F. He fails to return to work within the time limits of a leave of absence or sick leave. An exception shall be made upon the employee producing legitimate reason and proof of his inability, prior to expiration of the leave, to give notification that he could not return as scheduled.
- G. Discharge not subsequently reversed.
- H. Lay-off for a continuous period of one (1) year or for a period which exceeds the length of City seniority, whichever is greater.

Section 7. Notwithstanding their normal position on the seniority list, Committeemen, during their term of office, shall be considered to have a top seniority in their respective classifications for layoff and recall purposes only.

Section 8. The word "layoff" means a reduction in the working force due to a decrease of work available or scheduled therein, or a lack of funds, except that disciplinary layoffs shall be governed by Section 9 of Article V.

Section\_9. Whenever a layoff occurs, all non-regular employees shall be laid off before any regular employees. Full-time employees will be laid off in reverse order of hire. Seniority employees to be laid off shall be given at least a ten (10) work day written notice prior to the effective date of the layoff. The Chairperson of the Bargaining Committee will receive a copy of the layoff notice at the same time as the employee. Any claim of irregularity must be filed with the City Manager within the notice period, and, if filed, may be made the subject of a Special Conference. If not resolved thereby, it shall then be subject to the grievance procedure.

Section\_10. When the working force is increased after a layoff, employees will be recalled according to date of hire. Notices of recall shall be given by telephone to the employee at his last known address and confirmed by registered or certified mail. If an employee fails to report for work within five (5) days from date of recall he shall be considered a quit, except as provided in Section 6 (D).

Section\_11. If an employee is transferred to a position not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position outside of the unit to which he was transferred.

#### ARTICLE IX. MILITARY LEAVES OF ABSENCE

Section\_1. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service and upon his honorable discharge therefrom, shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or



■ totally unreasonable to do so, in which event he will be offered such employment, in line with his seniority, as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days after such discharge or within ninety (90) days after hospitalization continuing not more than one year after discharge.

Section\_2. A probationary employee who enters the armed forces and meets the foregoing requirements, must complete any part of his probationary period not served with the City and, upon completing it, will have seniority equal to the time he spent in the armed forces, plus such portion of the probationary period served prior to induction.

Section\_3. Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

Section\_4. Educational leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed one year in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

Section\_5. Employees who are in some branch of the Armed Forces, Reserves or the National Guard will be paid the difference between the reserve pay and their regular pay with the units when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit, except in the case of an emergency declared by the Governor of the State of Michigan.

ARTICLE X. LEAVES OF ABSENCE

Section 1. Leaves of Absence for reasonable periods not to exceed the times specified below will be granted, upon written request of the employees for:

- A. Illness, physical or mental - one year.
- B. Compelling personal reasons - thirty (30) days. Such leave may be extended by the Employer. These leaves may be terminated and the employee discharged if he works elsewhere during the leave.
- C. Education - one year. Such leaves may be restricted, deferred or denied where circumstances warrant. They may be extended for appropriate periods not exceeding the limits above.

Section 2. Employees elected to a Union position or selected by the Union, not to exceed one at any one time, to do work which takes them from their employment with the employer shall, at the written request of the Union, receive temporary leaves of absence, without pay, for a period not less than two (2) weeks nor more than one (1) year, providing the employee's absence will not unduly interfere with necessary operations. Upon their return, they shall be reemployed at work with accumulated seniority.

Section 3. One member of the Union, elected to attend a convention of the International Union, or an educational conference, not exceeding three (3) days per year, shall be allowed time off, with pay, to attend such conference or convention. The Union will give the City at least thirty (30) days written notice of such election, in advance of the effective date of the leave, unless it is impossible for it to do so, but in any event, will give the City at least fifteen(15) days advance written notice.

Section 4. Personal Time. All full-time seniority employees shall be entitled to three (3) paid personal leave days per year. Employees must give one (1) day notice unless extreme emergency. Personal leave must be taken in the year in which earned without exception.

ARTICLE XI. SICK LEAVE

Section 1. Sick leave will be accumulated by full-time seniority employees at the rate of one (1) day per month, with unlimited accumulation. With one-half (1/2) of forty (40) days paid up on death or retirement in the first year of the agreement. In 1990, the pay out will go to fifty (50) days, and in 1991 the pay out will go to sixty (60) with one-half to be paid on death or retirement. Employees hired from the first to the fifteenth of the month will use the first of the month for accumulation, employees hired after the fifteenth will use the fifteenth for accumulation date. Sick leave shall not be considered a privilege which an employee can use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

- A. Employees must report the need for sick leave to their supervisor as soon as possible and the Supervisor may require a doctor's certificate from any employee who is absent more than one day due to sickness or disability.
- B. Sick days will be used until all accumulated sick leave is used up. The employee will be paid full pay for the time they have accumulated sick leave. In cases where an employee doesn't have fifteen days accumulated he/she may use personal or annual time to cover the first fifteen days. If the employee doesn't have time on the books to cover the first fifteen days then they will go without pay until the City paid insurance picks up at fifteen days.

- C. When an employee runs out of accumulated sick leave the City will pay 66 2/3% of the employees normal weekly gross wages for a combined total of fifty two (52) weeks.
- D. An employee, while on sick or accident benefits, will be deemed to be on continued employment with the City, for the purpose of benefits.
- E. For employees who habitually abuse sick days, the City has the right to require a doctor's certificate for one day's absence. If the Director of Public Works determines that an employee is habitually abusing sick leave benefits, the Director will counsel the employee, letting him/her know that a problem exists. If the problem persists, a doctor's certificate will be requested and disciplinary action will be taken.

Section 2. An employee who leaves work due to illness before 11:30 AM will be charged for one day sick leave time. An employee who leaves work due to illness after 11:30 AM will be charged with one-half (1/2) day sick leave time.

#### ARTICLE XII. BEREAVEMENT LEAVE

Section 1. An employee shall be allowed up to three (3) working days, not to be deducted from paid sick leave, where death occurs in the employee's immediate family (current parents, father-in-law, stepparents, mother-in-law, grandparents, brother, sister, stepchildren, grandchildren and corresponding in-laws). Where the circumstances warrant, such as distance from Flushing, the Employer shall grant up to an additional two (2) days of absence to be charged to earned vacation.

Section\_2. Employees may be granted one (1) day off with pay, not to be deducted from sick leave, for the purpose of attending the funeral of other close relatives. The employer reserves the right to request proof of relation and proof of attendance at the funeral for said day.

Section\_3. An employee shall be allowed up to five (5) working days, not to be deducted from paid sick leave, where death occurs in the employees immediate family (spouse, child).

### ARTICLE\_XIII. HOLIDAYS

Section\_1. The following days shall be designated and observed as holidays for which eligible employees who do not work thereon will be paid, except as provided below:

Day before New Year's Day	Memorial Day
New Year's Day	Labor Day
Independence Day	Day before Christmas
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Employee Birthday
Good Friday	President's Day

Section\_2. To be eligible, the employee must be on the seniority list as of the date of the holiday and must have worked the full scheduled day before and the full scheduled day after such holiday unless excused. For this purpose, the employee shall be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, thereon.

- A. Part-time employees will be considered as having worked the "full scheduled day" for the purpose of this Article, if they work the number of hours for which they are scheduled on the foregoing days and, in such case, their pay for that holiday will be the amount equal to the average number of the hours worked by each such employee on said scheduled days, times his hourly rate.

Section\_3. When any of the said holidays falls on a Sunday, the following day shall be observed as the holiday. And when any of said holidays falls on a Saturday, the preceding day shall be observed as the holiday.

Section\_4. It is agreed that whenever an employee is required to work on Easter Sunday, he shall receive double time for all time worked scheduled or unscheduled.

Section\_5. Eligible full-time employees who perform no work on a holiday, shall be paid their regular hourly rate of pay for one (1) eight hour day.

Section\_6. Regular Employees who are required to work on any observed holiday set forth in Section 3 hereof, shall be paid at the rate of time and one-half of their straight hourly rate for all hours worked.

Section\_7. Overtime Pay, at the rate of double time, in addition to Holiday Pay, shall be paid for work performed only on the calendar date of the Holiday.

#### ARTICLE\_XIV. VACATIONS

Section\_1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned. All vacations must have approval of the Department Head. A vacation schedule will be maintained on the bulletin board. Employees must notify their Department Head, at least sixty (60) days in advance, if possible, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request and place a notation thereof on the schedule.

Section 2. When a holiday is observed by the City during a scheduled vacation, the vacation will be extended one day, either before or after, continuous with the vacation.

Section 3. If an employee becomes ill and is under the care of a duly-licensed physician prior to his vacation, his vacation will be rescheduled. In the event his incapacity continues through his anniversary year, he will be awarded payment in lieu of vacation.

Section 4. At no time shall an employee have more than two (2) times his annual vacation accrual standing to his credit.

Section 5. Full-time seniority employees will earn credit toward vacation with pay on the basis of one-twelfth of annual vacation, for each month they are on the payroll of the City.

- A. Employees having at least one (1) year, but less than five (5) years of continuous employment shall be eligible for two (2) weeks of paid vacation.
- B. Employees having five (5) or more years of continuous service shall be eligible for three (3) weeks of paid vacation.
- C. Employees having twelve (12) or more years of continuous service shall be eligible for four (4) weeks of paid vacation, one week of which may be received as pay in lieu of time off.

Section 6. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section\_7. Employees eligible for vacation pay will be paid for the accrued vacation credits at their current regular hourly rate. The time during which an employee is absent on paid vacation will be counted as time worked for the purpose of all benefits.

Section\_8. Employees who retire, terminate, or are laid off for an indefinite period, will be paid for any earned vacation then unused and standing to their credit including vacation earned in the current year.

Section\_9. With prior notice and approval, vacations may be taken in less than one (1) week increments.

#### ARTICLE XV. WORKERS' COMPENSATION

Employees shall be covered by the Workers' Compensation Act and the following provisions will be applicable only upon determination, whether voluntarily by the City, or by order, that the Employee is eligible for Workers' Compensation benefits:

An Employee shall receive supplemental pay by the City for an amount sufficient to make up the difference between what is paid by Workers' Compensation and his normal rate of pay at the time of his accident or injury, on the following basis: First thirteen weeks (13) - one-hundred per-cent (100%); second thirteen weeks - ninety per-cent (90%); third thirteen weeks - eighty per-cent (80%); and fourth thirteen weeks - seventy per-cent (70%).

In cases where medical certification indicates an extension of the fifty-two (52) week convalescent period would result in the Employee's return to work, an extension of these benefits may be granted by the City Manager for a period not to exceed thirteen (13) additional weeks.



When an Employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after such date of notification.

#### ARTICLE XVI. LIFE INSURANCE

Section 1. The City will make available, and pay the entire premium for, Group Term Life Insurance on the life of each full-time seniority employee who applies thereof, in the amount of \$20,000.00.

#### ARTICLE XVII. RETIREMENT BENEFITS

Section 1. All full-time seniority employees will be covered by the Retirement Plan dated January 1, 1966, and as subsequently amended, and contracted by the City of Flushing with the Michigan Municipal Employee's Retirement System, a copy of which plan is on file in the City Clerk's Office. Employees eligible are:

- A. All current participants.
- B. All other employees when they attain six months of continuous service. Subject to law and the provisions of the plan, employees who have at least ten (10) years of credited service under the plan shall be eligible for full retirement at age 60.

Section 2. Retirement benefits shall be payable at level C-2 with a B-1 base as defined in the plan. Effective July 1, 1991, retirement benefits shall include the F-55 rider.

Section 3. Effective July 1, 1989 the Employer will assume one-hundred percent (100%) of the Employee's contribution into the retirement system program.

#### ARTICLE XVIII. HEALTH AND WELFARE

Section 1. The City will pay the full premium for hospitalization and medical coverage for all full-time seniority employees who apply for same and their dependents under the Blue Cross/Blue Shield MVF-1 Plan at semi-private room rates; which shall also include a \$2.00 deductible drugrider.

Section 2. Employees may select an HMO option provided the cost to the City of the HMO option does not exceed the cost to the City for the Blue Cross/Blue Shield plan.

Section 3. Retired Employees and eligible dependents may continue health and welfare insurance coverages under the City group insurance program at their own expense.

#### ARTICLE XIX. COST OF LIVING

Section 1. An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the pay periods which commence on or immediately after July 1st, October 1st, January 1st and April 1st.

Section 2. Said adjustment shall be based upon the Official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) "All Items", published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index.

Section 3. A cost of living adjustment shall be given to employees covered by this Agreement. It will be paid quarterly and is non-cumulative. The amount of any wage rate adjustment shall be one cent (1¢) per hour for each change in four tenths of a point (.4) in the index during the base period. Changes in the index which result in an adjustment of more than one-half cent (1/2¢) will result in an adjustment of one cent (1¢), but a change in the index which would result in an adjustment of one-half (1/2¢) cent or less will be computed at the next lower cent.

No annual increase shall be required under the provisions of this Agreement in excess of twenty-four cents (24) per hour, and no quarterly increase in excess of six cents (6) per hour, irrespective of the number of points which the index may rise.

Section 4. In the event the BLS does not issue the C.P.I. on or before the beginning of the stipulated pay period, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 5. No adjustments, retroactive or otherwise, shall be made due to any revision which may be later made in the published figures for the BLS Index for any base month.

Section 6. The parties agree that the continuance of said adjustments is dependent on the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for November, 1970.

#### ARTICLE XX. DENTAL PLAN

Section 1. The City shall make available a dental health care plan which provides the following benefits for eligible employees:

Maximum Benefit Payable during any calendar year. .\$2,000.00

## Employee and Dependent Dental Expense

### Benefit Year Cash Deductible for Non-Orthodontic Services:

Group 1 Services -	None
Group 2 and 3 Services -	\$ 25.00

for each covered person

The policy does not pay benefits for charges otherwise covered by this plan to the extent that benefits for such charges are furnished by:

- (1) Employees other major medical expense insurance carrier; and
- (2) Medicare

### Payment Rate for:

Group 1 Services -	100%
Group 2 Services -	100%
Group 3 Services -	50%

### Benefit Year Payment Limit for Non-Orthodontic Services - up to

\$2,000.00

A "benefit year" is a 12 month period which starts on January 1st and ends on December 31st of each year.

## ARTICLE XXI. JURY DUTY

Section 1. An employee who is called for Jury Duty in the State or Federal Court in this County will be paid, for such time as he is actually required to lose from work, the difference between his pay for such duty and what he otherwise would have earned.

## ARTICLE XXII. WAGE RATES

Section 1. Classifications and rates of pay shall be in accordance with Schedule A, attached hereto and made a part thereof.

- A. Employees who are temporarily required, for one-half of a shift or more, to work in a classification carrying a higher rate shall be paid the higher rate for all hours so worked.
- B. Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, will be filled by the senior employee or any other classification whose work experience most nearly qualified him for the

job, except where such assignment would interfere with normal operations of a crew or project. The employee so assigned will receive his own rate or the rate of the job to which he is assigned, whichever is higher, for all hours worked on such assignment.

#### ARTICLE XXIII. LONGEVITY PAY

Section 1. On the anniversary of the date of employment, full-time employees will be paid longevity pay at the rate of one day (8 hours) for each year of continuous employment, up to fifteen (15) days pay. Such pay will be paid on the 2nd payday following the employee's anniversary, and will be based on total gross pay earned by the employee during the twelve (12) full months preceding said anniversary date. Payment will be made with a separate check.

Section 2. For new hires after July 1, 1989, full-time employees will be paid longevity pay at the following rates:

<u>CONTINUOUS SERVICE</u>	<u>ANNUAL LONGEVITY PAY</u>
5 through 9 years	5 days pay
10 through 15 years	10 days pay
16 through 20 years	15 days pay

#### ARTICLE XXIV. WORKING HOURS AND OVERTIME

Section 1. The regular full working day shall consist of eight (8) hours per day, plus one-half (1/2) hour off for lunch without pay. The schedule of work hours for full-time employees will be from 7:30 AM to 4:00 PM including said lunch period.

- A. Part-time employees, other than employees on irregular schedules such as meter readers, will be governed by the foregoing provisions except that they will normally be scheduled to work four (4) hours in the forenoon, or four (4) hours in the afternoon, where such number of hours is required, but without a lunch period.

- B. Full-time employees who are scheduled to work on Saturday and/or Sunday will be guaranteed not less than two (2) hours pay for work performed on Saturday and/or Sunday.

Section 2. Employees may take a fifteen (15) minute rest period in the morning and fifteen (15) minute rest period in the afternoon, at times specified by the supervisor.

Section 3. Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within full-time classifications.

- A. Whenever employees are required to work overtime, they will be given as much advance notice as possible under the circumstances. They will be excused from working overtime for legitimate reasons, but in such event, will be charged with one and one-half the average number of overtime hours worked on such occasion by other employees in the same classification, for equilization purposes. Employees who enter another classification shall be charged with the number of overtime hours worked by the employee therein who has the highest number of such hours.

Section 4. Employees shall receive time and one-half and double time as follows:

- A. All work performed on Saturdays and regularly scheduled Sundays at time and one-half.
- B. All work performed on the calendar date of the Holidays (in addition to Holiday pay, if eligible) and unscheduled Sunday work at double time.
- C. All work performed in excess of forty (40) hours in any work week or in excess of eight (8) hours in any day, at time and one-half whichever is greater, but not both. Premium pay shall not be pyramided.

Section 5. The regular scheduled work week for the Department of Public Works shall normally not exceed forty (40) hours in a work week of consecutive days which begins Monday at 7:30 AM and ends Friday at 4:00 PM. Employees time will be turned in on Monday (for preceding week) and will be paid on the following Friday.

Section 6. An employee who is called out to work outside normal working hours shall be guaranteed two (2) hours pay at premium rate. Employees called in for funerals will be paid four (4) hours for a single funeral and six (6) hours for a double funeral. The employer may assign employees to any work available during such periods.

#### ARTICLE XXV. CAREER LADDER

Section 1. Regular full-time employees are eligible to participate in the career ladder program. The ladder consists of four steps in progression, i.e. Entry Level, Beginning Skill, Semi-Skilled and Skilled, with new hires beginning at the Entry Level.

Section 2. Employees shall automatically progress up the ladder upon successful completion of written and performance tests at each level (except Entry Level). Tests will be given on the second Wednesday of June and December each year. Interested employees shall be afforded the necessary study guides at least one week in advance when taking tests. Employees who pass the test shall receive the pay increase effective the Monday following the date the test was given. The increase will be retroactive to that date if there is a delay in correcting the test. Test scoring shall, upon request, be subject to review by the Director of Public Works. An unfavorable decision by the Director of Public Works shall be grievable at Step 3.

Sewage plant employees may substitute the acquisition of D, C, or B licenses for career ladder steps as listed below.

"D" for Beginning Skilled  
"C" for Semi-Skilled  
"B" for Skilled

However, when any employee shall acquire both levels, i.e.: "D and beginning Skilled", he/she shall receive 50c\ per hour additional.

Section\_3. Only two employees can be paid at the top level "Skilled" at any one time. In the event there is a vacancy in a "Skilled" position, the vacancy shall be filled by the highest seniority employee who has passed the test.

Section\_4. Employees have the option of whether or not they will take the various skill level tests. No employee will be adversely affected (i.e. downgrading pay, disciplinary action) should he/she chose not to take a test or if he/she takes a test and fails.

#### ARTICLE XXVI. BULLETIN BOARD

Section\_1. The City will provide bulletin board space which may be used by the Union for posting notices of Union events, meetings, elections, results of elections, and social events. Such space will not be used for posting any personal matters, advertising or political items and all such notices shall be signed and dated by the Chairman of the Bargaining Committee.

#### ARTICLE XXVII. GENERAL

Section\_1. Those employees who are required to wear uniforms, shall be provided same at the expense of the City.

Section\_2. A Safety Committee for employees and employer representatives is hereby established. This Committee shall meet at least once quarterly during regular daytime working hours or as otherwise mutually agreed to for the purpose of making recommendations to the Employer.



Section 3. The City agrees to provide the opportunity for its employees to join the Genesee County Employees Credit Union in accordance with the by-laws and other rules and regulations governing said Credit Union.

Section 4. The Union will not authorize, condone or participate in, any strike action as defined in Michigan Public Act 379 of 1965, as amended.

Section 5. If any Article or Section of this contract or of any Riders hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of, or compliance with which, has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 6. The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

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

Section 7. The employer agrees to provide \$250.00 each year to replace lost or stolen tools for all employees who are required to furnish tools for the trade. Use of the \$250.00 tool allowance is subject to approval by the City.

Section 8. The Employer agrees to provide optical insurance coverage for employees and eligible dependents beginning in July 1, 1990.

#### ARTICLE XXVIII. DURATION AND TERMINATION

Section 1. This agreement shall be in effect on the first day of July, 1989, and shall remain in force and effect through the thirtieth day of June, <sup>1992</sup>~~1991~~.

This agreement shall be automatically renewed from year to year hereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Contract. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in force and effect until terminated as provided thereafter.

Section 2. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date. Such notification date shall not be before the anniversary date set forth in the preceding paragraph. This Agreement may be extended by mutual agreement on a day to day basis after termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 23rd day of October , 1989.

LOCAL 1918, CHAPTER M & FLINT  
METROPOLITAN AREA COUNCIL #25  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO

CITY OF FLUSHING

Francis Stevens

Francis Stevens, Chairman

Donald P. Kulish

Donald P. Kulish, Mayor

Larry Ramsey

Larry Ramsey, Stewart

Joanne I. Henry

Joanne I. Henry, Clerk

Glenn E. Marshall

Glenn E. Marshall, Staff  
Representative Michigan Council  
25, AFSCME, AFL-CIO

SCHEDULE A

Classification and Rates  
Department of Public Works

<u>CLASSIFICATION</u>	<u>START</u>	<u>JULY 1, 1989</u>	<u>JULY 1, 1990</u>	<u>JULY 1, 1991</u>
Entry Level	9.28	10.62	11.09	11.59
Beginning Skilled	9.75	11.12	11.59	12.09
Semi-Skilled	10.35	11.75	12.22	12.72
Mechanic	10.20	11.75	12.22	12.72

Wage increase is as follows:

0% - 1st year  
\$.47/hr. - 2nd year  
\$.50/hr. - 3rd year

Seasonal or temporary employees shall not be paid an hourly wage in excess of 75% of the lowest paid bargaining unit employee.

Retirees are eligible for Blue Cross/Blue Shield on July 1, 1988.