

4/10/96

AGREEMENT

BETWEEN

THE CITY OF BESSEMER

AND

THE BESSEMER CITY EMPLOYEES'  
CHAPTER OF LOCAL #992  
AFFILIATED WITH MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES AFSCME, AFL-CIO

*Bessemer City of*

April 10, 1993

to

April 10, 1996

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LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

1945  
1946  
1947

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## AGREEMENT

This Agreement entered into on this 10th day of April, 1993, between the City of Bessemer (hereinafter referred to as the "Employer") and Local #992, affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add nor subtract from the meaning, but are for reference copy.)

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

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

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

## ARTICLE 1. RECOGNITION

Employees Covered: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below, excluding persons working in a supervisory capacity, elected or appointed officials. Specifically, the following are excluded: elected or appointed officials; City Clerk/Manager, City Treasurer, Field Superintendent.

## ARTICLE 2. AID TO OTHER UNIONS

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

## ARTICLE 3. UNION SECURITY, AGENCY SHOP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) working days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) working day following the beginning of their employment in the unit.

ARTICLE 4. UNION DUES AND INITIATION FEES

(a) Payment by Checkoff

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form.

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

To: \_\_\_\_\_ EMPLOYER
I hereby request and authorize you to deduct from my earnings, one of the following:
[ ] An amount established by the Union as monthly dues.
OR
[ ] An amount equivalent to monthly union dues, which is established as a service fee.
The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT FIRST NAME LAST NAME INITIAL
STREET NUMBER STREET NAME AND DIRECTION
CITY DP CODE
AREA CODE TELEPHONE

SIGNATURE EMPLOYER'S COPY DATE

(b) When deductions begin

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

2. The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) Termination of Check-off

An employee shall cease to be submit to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved, may be decided at the second (2nd) step of the Grievance Procedure.

ARTICLE 5. UNION REPRESENTATION

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

ARTICLE 6. STEWARDS AND ALTERNATE STEWARDS

- (1) Chief Steward
- (1) Steward
- (2) Alternate Stewards

The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

ARTICLE 7. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party.



Special conferences shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 9:00 p.m. The members of the Union shall not lost time or pay for time spent in such special conferences. This shall not include contract negotiations. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

#### ARTICLE 8. GRIEVANCE PROCEDURE

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the Steward to the non-union supervisor within twenty (20) working days after the employee is aware that a grievance exists.

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

##### STEP 1

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.

(b) The Steward shall discuss the grievance with the non-union supervisor with or without the employee being present.

(c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Chief Steward to the non-union supervisor.

(d) The non-union supervisor shall answer the grievance within two (2) working days.

##### STEP 2

(a) If the non-union supervisor's answer is not satisfactory, the Local President may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(c) The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer.

### STEP 3

(a) If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP 2 meet with the Employer for the purpose of attempting to resolve the dispute(s). The Employer shall respond, in writing, to the Union within fifteen (15) calendar days after the meeting in STEP 3(b) of the grievance procedure. If the dispute(s) remain unsettled and the Council wishes to carry the matter(s) further, Council 25 shall within thirty (30) calendar days file a demand for arbitration in accordance with the American Arbitration Association's Rules and Procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Procedures.

(d) 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.

(e) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liabilities shall date only from the date of reinstatement. If the grievance is not reinstated in writing within thirty (30) 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 representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

#### ARTICLE 9. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

#### ARTICLE 10. COMPUTATION OF BACK WAGES

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

#### ARTICLE 11. DISCHARGE AND DISCIPLINE

(a) The Employer shall have the right to discipline for just cause.

(b) Notice of Discharge or Discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the District of the discharge or discipline.

(c) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

(d) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure.

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

## ARTICLE 12. SENIORITY; PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar days' probationary period shall be accumulated within not more than one hundred eighty (180) calendar days. When an employee finishes the probationary period, by accumulating ninety (90) calendar days of employment within not more than one hundred eighty (180) days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Temporary and casual employees hired under appendix D. of this contract shall be exempt from the Union requirements of this section. within

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

(d) Part time employees shall accrue seniority and all other benefits on a pro rated basis based on hours worked as a part time employee vs a full time employee.

## ARTICLE 13. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local Union membership with up-to-date copies at least every ninety (90) days.

ARTICLE 14. LOSS OF SENIORITY

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

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is 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 to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as above in (c).

ARTICLE 15. SENIORITY OF OFFICERS AND STEWARDS

The President, Secretary-Treasurer, the Chief Steward and all other Stewards in that order, shall head the seniority list of the unit during their term of office. This will only apply to layoff and recall.

ARTICLE 16. SUPPLEMENTAL AGREEMENTS

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

ARTICLE 17. LAYOFF DEFINED

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

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: probationary employees will be laid off on a District basis, and seniority employees will be laid off according to seniority as defined in Section 12(c) and 15. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference, and if not resolved, it shall then be subject to the final step of the Grievance Procedure (arbitration).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) It is mutually agreed that due to the type of operation at the cemetery, certain employees who have completed their probationary period and are permanent members may be laid off at certain times of the year. Because they are hired with the understanding that the job will be seasonal, they cannot bump a seniority employee in another classification when they are laid off, but they can bump a probationary employee in another classification, providing they meet the requirements as outlined in Section 20(a).

#### ARTICLE 18. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority.

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 for work within ten (10) days from date of mailing of notice of recall, he shall be considered a quit.

#### ARTICLE 19. TRANSFERS

(a) Transfer of employees: If an employee is transferred to a position under the Employer 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 to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

(c) The Employer agrees that in any movement of work not covered above in Article 19(a) and (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the District at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 20. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

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

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

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

## ARTICLE 21. VETERANS

### (a) Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered re-employment 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 120 days of the date of such discharge or 120 days after hospitalization continuing after the discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

## ARTICLE 22. VETERAN'S LAW

Except as hereinbefore defined, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

## ARTICLE 23. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.



ARTICLE 24. LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. Serving in any elected position (public or union).
2. Maternity leave.
3. Illness leave (physical or mental).
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family. Such leave may be extended for like cause.
6. Military leave.

ARTICLE 25. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to Local Union positions or selected by the Union 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 for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

(b) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and conventions, not to exceed ten (10) days annually. Such ten (10) days shall be for the entire unit and shall be non-accumulative. The employer shall pay for the first three (3) days in full. The remaining seven (7) days shall be paid on a fifty-fifty basis. Only one (1) employee may be on such leave at one (1) time.

ARTICLE 26. SICK LEAVE

All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, with **One Hundred and Twenty (120) days** accumulation. A maximum of one hundred (100) days of unused sick leave will be paid at the prevailing rate, amount to be in one check. All present employees having three (3) years of service will be paid, upon severance, their sick leave according to the schedule below (not to exceed \$8,000):

Three (3) to ten (10) years .....	33 1/3%
Ten (10) to fifteen (15) years .....	50%
Fifteen (15) to twenty-five (25) years .....	75%
Twenty-five (25) years .....	100%

All employees hired after April 10, 1980 shall receive fifty percent (50%) of all unused sick leave upon death or retirement (100 days maximum accumulation). In the event of the death of an employee, his beneficiary will be paid the prevailing rate according to the full schedule (not to exceed \$8,000).

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. A doctor's certificate is required if sickness continues after two (2) days.

ARTICLE 27. FUNERAL LEAVE

A. An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, or grandparents. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day in the event of a death of a member of the Union, who is a member of the City, for the exclusive purpose of attending the funeral.

B. An additional one (1) day if the person has to travel over 200 miles one way.

#### ARTICLE 28. PERSONAL LEAVE

Each employee shall be allowed three (3) personal leave days each year not deductible from sick leave and one (1) day deductible from sick leave. The employee will be paid at his regular straight time rate of pay while on said leave. This leave shall be non-accumulative. The purpose of these days is to allow an employee to be absent from work to attend to personal matters. An employee wishing to take personal leave must comply with the following conditions:

(a) Employee must give forty-eight (48) hours prior notice to either the City Manager or the Field Superintendent.

(b) Personal leave may not be taken on either the day before or the day following a holiday.

(c) No more than two (2) employees may take personal leave on the same day.

The above conditions may be waived by either the City Manager or the Field Superintendent.

#### ARTICLE 29. WORKING HOURS AND REGULAR WORK WEEK

(a) All employees shall work forty (40) hours per week, Monday through Friday, beginning 6:30 a.m. to 3:00 p.m. - Office 8:00 a.m. to 4:30 p.m.

(b) The first shift is any shift that regularly starts on or after 4:00a.m., but before 11:00a.m. The second shift is any shift that regularly starts on or after 11:00a.m., but before 7:00p.m. The third shift is any shift that regularly starts on or after 7:00p.m., but before 4:00a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) On an early call-out for snow plowing, overtime shall be paid from time of early call-out until start of normal shift. From start of normal shift to completion of 8 hours (call-out included) shall be at regular rate. If employee is required to work after 8 total hours, the pay rate shall be the regular rate until 3:00p.m. and if after 3:00p.m., at time and one-half.

(d) The regular full working day shall consist of eight (8) hours per day.

(e) With thirty (30) minutes off for lunch not included in the eight (8) hour period.

(f) Each full-time employee will be allowed one twenty (20) minute "work break" in the first half of his shift. Said work break shall be taken at the work site.

(g) An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half. The guaranteed two (2) hours pay at the rate of time and one-half will apply to call-out only.

(h) The custodian, Deputy Clerk and Deputy Treasurer may work other than the regular shift set forth in paragraph (b) above.

ARTICLE 30. TIME AND ONE-HALF.

Following receipt of proper authorization (City Manager, Field Superintendent, or Designate), time and one-half will be paid as follows:

- (a) For all hours over eight (8) in one day.
- (b) For Saturday as such.
- (c) For hours in excess of the regular work week.
- (d) Time and one-half for designated holidays worked, in addition to holiday pay.

ARTICLE 31. HOLIDAY PROVISIONS.

- (a) The paid holidays are designated as follows:

New Year's Day	Christmas Day
Memorial Day	Day before New Year's Day
Fourth of July	Good Friday
Labor Day	Day before Christmas Day
Thanksgiving Day	General Election Day (even years)

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

(b) Should a holiday fall on Sunday, Monday shall be considered as the holiday. Should a holiday fall on Saturday, Friday shall be considered as the holiday.

(c) In order to be eligible for holiday pay, an employee shall work the scheduled working day before and the scheduled work day after a holiday, providing he is not on leave of absence or any other legitimate excuse.

ARTICLE 32. VACATION ELIGIBILITY.

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

One (1) year . . . . .One (1) week

Two (2) to Five (5) years . . . . .Two (2) weeks

Five (5) to Ten (10) years . . . . .Three (3) weeks

Ten (10) to Fifteen (15) years . . . . .Four (4) weeks

Fifteen (15) years and over . . . . .One (1) additional day for each year (Five week maximum)

Two (2) Heavy Equipment Operators shall be available during all working hours. Employees must work at least six (6) months in the second year of their employment to be eligible for two (2) weeks vacation. Anniversary date shall determine when an employee receives additional vacation.

The employee's birthday shall be a vacation bonus day. If birthday falls on day off or holiday, the employee shall be allowed to take the work day before or after off with pay.

ARTICLE 33. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficiency operation of the department concerned. Vacation shall be taken within one (1) calendar year.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

(c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(f) By January 1, the Employer shall post upon the bulletin boards a vacation schedule and employees shall sign the vacation schedule, indicating their preference by May 1.

(g) No vacation benefits shall accrue for temporary or casual employees.

ARTICLE 34. PAY ADVANCE.

(a) If a regular payday 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.

(b) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled work day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35. UNION BULLETIN BOARDS.

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of the results of elections.
4. Notices of meetings.

ARTICLE 36. RATES FOR NEW JOBS.

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

ARTICLE 37. TEMPORARY ASSIGNMENTS.

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

B. Job changes will be offered according to seniority and classification.

ARTICLE 38. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 39. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer's representatives is hereby established. This Committee will include the Steward of each District and shall meet at least once per month during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 40. EQUALIZATION OF OVERTIME HOURS.

- A. Overtime hours shall be offered to senior person in the same classifications, if no one is available, then go to senior person on seniority list.
- B. If on vacation or personal leave, senior person does not have to be asked.

ARTICLE 41. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE.

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and dependents, the plan to be the MVF-1 Master Med Option III with D45MW, ML and FAE-RC riders. This coverage shall be applied to all seniority employees. Effective April 10, 1990 the DR1275 rider shall be in the coverage. The Employer shall pick up the \$275 deductible. Any employee hired after April 10, 1993 will be responsible for paying the DR1275 deductible and shall not be reimbursed by the employer.

The Employer agrees to pay the full premium for the Blue Cross/Blue Shield Basic Dental program, the plan to be a 50%/50%. This coverage shall be applied to all seniority employees.

50% of hospitalization premiums shall be paid by the Employer for a period of three (3) years upon retirement.

Effective April 10, 1990 the Employee will pay the cost of the family continuation.

ARTICLE 42. WORKER'S COMPENSATION. ON THE JOB INJURY.

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours, not to exceed two (2) months. After the two (2) month period the Employee shall have the option to continue to supplement deductible from sick leave or just take the Worker's Compensation. Exceptional cases may be agreed to by both parties.

ARTICLE 43. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of term life insurance for each seniority employee, face value of \$6,000.00 while employed or laid off for a period of less than six (6) months, and \$3,000.00 face value when on retirement. To be eligible for retirement as provided above, and employee must have ten (10) years of service; however, it is agreed that any employee who currently has life insurance paid under provisions of the contract which expire July 10, 1970, will continue to be so covered.

Health and accident weekly benefits shall be \$100 per week effective April 10, 1990.

ARTICLE 44. APPENDIXES.

The following Appendixes are incorporated and made a part of this Agreement:

- Appendix A - Pensions
- Appendix B - Classifications and Rates
- Appendix C - Cost of Living
- Appendix D - Temporary and Casual Employees
- Appendix E - Longevity
- Appendix F - Safety Goggles

ARTICLE 45. PAY PERIOD.

The payday shall be bi-weekly on every other Wednesday at the start of business.



ARTICLE 46. SAVING CLAUSE.

If any provision of this Agreement is found to be void or illegal, the remaining portion of the contract will remain in full force and is binding of the parties.

ARTICLE 47. WORK PERFORMED BY SUPERVISORS.

All supervisory personnel may work in any job classification, whether union or non-union, in time of emergencies; provided there are no bargaining unit members available to perform the work.

ARTICLE 48. NO STRIKE CLAUSE.

During the time of this contract, the employees will not engage in strikes as a means of obtaining their objectives. The provisions of Act 336 of Public Acts of 1947, as amended and Act 379 of Public Acts of 1965 shall be applicable here.

ARTICLE 49. MANAGEMENT'S RIGHTS CLAUSE.

The Employer reserves unto himself all those rights granted to him under State or Federal statutes except where expressly limited or set forth as negotiable by the parties within the contract. The intent of this Management's Rights Clause is to identify certain specific instances of management's rights, including Federal and State statutes as well as common law and past practices that have not been specifically relinquished by the Agreement between the parties. Rights reserved by management specifically include, but are not limited to the following:

1. All powers given by law.
2. Determination of quantity and quality of services to be rendered.
3. Determination of quantity and quality of materials, equipment, new equipment, and processes to be utilized.
4. Nature, location, and use of facilities (including establishment of new units or relocating and closing of old units).
5. Size of the work force.
6. Right to hire, discipline, or discharge employees.
7. Right to direct the work force and to assign work.
8. Right to establish job classifications.

ARTICLE 50. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until April 10, 1996.

(a) if either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of Amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to City Clerk, Bessemer, Michigan 49911, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 51. EFFECTIVE DATE.

This Agreement shall become effective on April 10, 1993.

ARTICLE 52. DISTRIBUTION OF AGREEMENT.

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

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

BESSEMER CITY EMPLOYEES' CHAPTER  
OF LOCAL #992 MICHIGAN COUNCIL #25,  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

CITY OF BESSEMER

William Barfield  
Don Bennett

Council #25, AFSCME, AFL-CIO

Robert J. Raffaelli

Joseph Bonavito  
Bruce W. Calton

APPENDIX A

PENSIONS

The City will continue its participation in the Municipal Employees Retirement System PA 135 and under the provisions of Act No. 345, Michigan Public Acts of 1937, as amended, which provides for a local pension and retirement system for members of the Fire and Police Departments.

Effective April 1, 1993, the City's Retirement Plan under MERS PA 135, as amended, will be the "B-1" Plan, FAC 3 Rider, and F-55/20 Rider will be included in the Retirement Program at the expense of the Employer.

APPENDIX B

WAGES

<u>Classification</u>	<u>04/10/93</u>	<u>04/10/94</u>	<u>04/10/95</u>
Working Foreman/Cemetery Sexton	10.88	11.23	11.58
Head Mechanic/Heavy Equipment Operator	10.53	10.88	11.23
Heavy Equipment Operator	10.39	10.74	11.09
*Custodian/Labor	9.95	10.30	10.65
Light Equipment Operator	10.26	10.61	10.96
Common Labor	9.95	10.30	10.65
Librarian	9.97	10.32	10.67
*Deputy Clerk/Secretary	9.87	10.22	10.57
*Deputy Treasurer/Secretary	9.87	10.22	10.57
Secretarial	9.87	10.22	10.57
Water/Sewer Utility Leadman	10.95	11.30	11.65

The above rates reflect the Cost of Living increases.

Probationary employees, during their probationary period, shall receive \$2.00 per hour less than; and from the end of the probation period up to one (1) year of service, the employee shall receive \$1.50 per hour less than; and from one (1) year to one and one-half (1 1/2) years of service, the employee shall receive \$1.00 per hour less than; and from one and one-half (1 1/2) years to two (2) years of service, the employee shall receive \$0.50 less than the above listed rate for his/her assigned classification.

In the absence of the Clerk or Treasurer, the Deputy Clerk or Deputy Treasurer shall be paid the rate of the Water and Sewer Utility Leadman.

Employees working the second shift shall receive nine cents (\$0.09) more per hour.

Employees working the third shift shall receive fourteen cents (\$0.14) more per hour.

It is mutually agreed that employees receiving over the rate at the present for their classification shall continue to receive over the rate, plus whatever increases are granted.

In the absence of the Foreman, bargaining unit members will be given the opportunity to upgrade to the position of acting foreman. The upgrading will be made on the seniority and qualifications and rate shall be equal to the Water and Sewer Utility Leadman.

Lloyd Johnson's rate for 1993 shall be \$10.17 for 1994 \$10.52, for 1995 \$10.87.

\*Effective upon retirement of the present custodian the custodian classification will be dropped.

\*Effective upon termination of the present Deputy Clerk and Deputy Treasurer, these classifications will be dropped.

#### APPENDIX C COST OF LIVING

(a) The cost of living shall be applied using as the base rate the B.L.S. Index of February 1977 which was 177.1 with one cent (\$.01) adjustment to be applied to the hourly rate October 10 and April 10 each year, for each .4 of a point the index rises in each six (6) month period above the February 1977 base.

(b) The cost of living shall be frozen into the base rate every six (6) months.

(c) The City shall pay the cost of living adjustment using the B.L.S. release in the months of March and September which are actually February and August B.L.S. figures.

(d) There shall be a twenty (\$.20) cent annual cap on the cost of living payable in any one (1) year.

#### APPENDIX D TEMPORARY AND CASUAL EMPLOYEES

(a) The Employer shall be allowed to hire temporary and/or casual employees for periods not to exceed ninety (90) calendar days in duration. These employees shall not be used to replace or displace bargaining unit members or reduce their hours (regular and overtime).

(b) The Water Pumpmen, cemetery employees (except for present bargaining unit members) and part-time employees working less than ninety (90) calendar days shall not accrue fringe benefits and are not covered under the terms of this Agreement.

APPENDIX E

LONGEVITY

Longevity pay will be paid once a year at regular rate and equal to the following schedule:

<u>YEARS OF SERVICE</u>	<u>% OF GROSS WAGES</u>
3 years to 5 years	1/2%
5 years to 10 years	1 1/2%
10 years to 15 years	2%
15 years to 20 years	2 1/2%
20 years and over	3%

Longevity payment will be made to the employee between November 15 and November 30 of each year using the gross wage of the preceding year. The above stated percentages is the maximum that an employee can earn for longevity.

APPENDIX F

SAFETY GOGGLES

The Employer agrees to provide safety goggles for all employees. The Employer agrees to provide time during the work day for employees to receive necessary inoculation(s) at the City's expense.

