

6/30/98

A G R E E M E N T

BETWEEN

UNITED STEELWORKERS OF AMERICA  
LOCAL UNION 14557 (P&M)

AND

CITY OF FRANKFORT

*Frankfort, City of*

Effective  
July 1, 1995  
through  
June 30, 1998

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## A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 1995, by and between the CITY OF FRANKFORT, MICHIGAN, hereinafter referred to as the "City", and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, party of the second part, hereinafter referred to as the "Union".

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### ARTICLE I - RECOGNITION

Section 1. Subject to Federal law and the laws of the State of Michigan, the City recognizes the Committee as hereinafter defined representative of its public works employees for the purpose of collective bargaining relative to wages and other conditions of employment.

Section 2. The City agrees that it will not interfere with the right of its employees to become members of the United Steelworkers of America, AFL-CIO-CLC. Neither the said City nor any of its agents will exercise discrimination, interference, restraint, or coercion against any member of said Union.

Section 3. The City agrees that it will recognize a Committee by two (2) regular employees elected annually by the non-supervisory, non-clerical public works employees of the City of Frankfort.

Section 4. The duties of the Committee shall be to take up with responsible agents of the City all grievances from the employee and to settle them to the best of their ability. Every effort shall be made by both the City and its agents and the Committee and its agents to adjust grievances with the least possible delay.

Section 5. All collective bargaining with respect to wages, hours, working conditions and other terms of employment shall be conducted by authorized representatives of the City.

#### Section 6 - Checkoff.

(a) The check-off for initiation fees, periodic dues and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Initiation fees of the Union, dues and assessments as designated to the City by the International Secretary/Treasurer of the Union (to be determined at the beginning of each year) shall be deducted by the City and remitted promptly (within ten (10) days) to the International Secretary/Treasurer of the United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222.

(b) The City further agrees to forward a list of all bargaining unit employees showing new hires, after probation, and terminations simultaneously with the transmittal of the aforementioned deductions.

(c) The sole authorized representative of the Union, for the purpose of certifying the amount of any change in the monthly dues or initiation fees to be deducted by the City, shall be the International Secretary/Treasurer of the Union.

(d) The Union shall indemnify and save the City harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

#### Section 7 - Union Security.

(a) Membership, New. The City agrees that new employees, as a condition of employment, shall become members of the Union not later than ninety (90) days after the beginning of their employment, and shall continue their membership in the Union during the period of this Agreement, or pay to the Union a sum equal to the dues and fees uniformly charged for membership, for the duration of this Agreement.

(b) Membership, Continuing. All employees in the bargaining unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union for the life of this Agreement, or pay to the Union a sum equal to the dues and fees uniformly charged for membership, for the duration of this Agreement.

(c) Non-Members. All employees in the bargaining unit who are not members of the Union shall, as a condition of employment, pay to the Union an amount equal to that paid by other employees in the bargaining unit who are members of the Union, such payment shall be limited to an amount equal to the Union's regular and established monthly dues. Any employee who fails to comply with the above provisions shall be subject to termination of employment should default of payment exceed sixty (60) days.

(d) Application for Membership. The City agrees to provide to each employee on his hiring date an application for membership to the Union, dated with the date of hire, and to give the same to the Chairperson of the Local Union, upon completion of the application by the employee.

### ARTICLE II - MANAGEMENT RIGHTS

Section 1. Except as provided for in this Agreement, the City reserves the right to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoffs, or any other matter related to the conduct of its business in the manner in which its business is to be managed or carried on.

### **ARTICLE III - PROBATIONARY PERIOD AND SENIORITY**

Section 1. New employees are considered probationary employees until they have worked ninety (90) calendar days, may be dismissed at any time and for any reason during the probationary period, and are not subject to the grievance procedure.

Section 2. Seniority according to this Agreement shall consist of the accumulated paid service of the employee with the City since his most recent date of continuous employment. The employee's earned seniority shall not be lost because of absence due to illness, verified by a physician, authorized leaves of absence or temporary layoff. The City will furnish to the Union, semi-annually, with an up-to-date seniority list of all employees in the bargaining unit. The seniority lists will be for the periods of January 1 through June 30 and July 1 through December 31. A copy of the seniority list shall be transmitted to the United Steelworkers of America, AFL-CIO-CLC, at 401 River Street, Room 204, Manistee, MI 49660, and a copy shall be given to the Local Union. The seniority list shall also be posted on the bulletin board. Unless objections thereto are made within thirty (30) days after posting, the list shall be deemed to be approved and shall be considered as the official seniority list.

The seniority list shall include the employee's date of hire, accumulative sick days and accumulated vacation days.

Section 3. During a layoff an employee's seniority shall continue for one (1) year or length of service, whichever is greater.

### **ARTICLE IV - DISMISSAL AND LAYOFFS**

Section 1. The City agrees that it will act in good faith in the dismissal or layoff of any employee. Should the Union present a grievance to the Clerk of the City or to the City Superintendent in connection with a dismissal or layoff within twenty-four (24) hours of notice of dismissal or layoff, the dismissal or layoff shall be reviewed under the terms of the grievance procedure.

Section 2. When it becomes necessary to reduce the work force, layoff shall be in accordance to the seniority providing the employees retained are qualified to do the work necessary.

Section 3. The City will issue a two-week notice of layoff prior to the layoff of any employee. This provision shall not apply to disciplinary suspensions.

### **ARTICLE V - GRIEVANCE PROCEDURE**

If an employee should have a grievance, defined as an alleged violation of the express terms of this Agreement, there shall be no stoppage or suspension of work, but such grievance shall be submitted to the following procedure.

STEP 1: The employee shall first discuss the alleged grievance with the City and a committeeperson, if requested. If not satisfactorily settled, the grievance shall be reduced to writing and referred to the next Step.

STEP 2: The Union Committee, Grievant and International Representative shall meet with the City and in an effort to settle the grievance. If not settled at this meeting, the grievance shall be referred to the next Step.

Step 3: The grievance shall be referred to an Appeal Board, comprised of two (2) members designated by the City and two (2) members designated by the Union, on being the International Representative. If the grievance is not satisfactorily settled at a meeting of the Appeal Board, the Michigan Employment Relations Commission may be petitioned by either party within thirty (30) calendar days after the Appeal Board meeting for binding mediation of the dispute.

A work day shall be Monday through Friday, excluding contractual holidays, between the hours of 8:00 a.m. and 5:00 p.m.

#### ARTICLE VI - HOLIDAYS AND OVERTIME

All regular employees will be eligible to receive holiday pay at their regular rate (for 8 hours) for the following holidays, provided the employee works or is on vacation the working day before or after the holiday:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
	Employee's Birthday

Should an employee be called to work on any of these days, he shall be paid in addition to his holiday pay at the rate of double time for any hours worked. Work performed on Easter Sunday shall be paid at the rate of double time. If any of these holidays fall on a non-working day, the following or previous working day will be the holiday.

All hours worked in excess of eight (8) in a day or forty (40) hours in a week shall be paid at the rate of time and one-half. Holidays and sick leave shall be considered as days worked for the purpose of overtime pay.

When overtime is required within a department, the overtime will first be offered to the department supervisor. If he/she refuses the overtime, it will be offered to qualified employees within the department in line of their seniority, and if that employee refuses the overtime, the qualified employee with the least amount of seniority must accept the overtime. After an employee has worked twenty (20)



accumulated hours of overtime within a department with no relief from other employees he/she may request that the next senior employee relieve him/her of overtime assignments until all senior employees within the department have completed twenty (20) hours of overtime work. In any event, the City reserves the right to schedule any employee for overtime work in the event of emergency.

#### **ARTICLE VII - VACATIONS**

Section 1. As far as possible, vacations will be scheduled at the convenience of the employee. However, the City reserves the right to establish the vacation schedule.

Section 2. Vacation time shall not accumulate from year to year, but shall be taken as accrued or lost, except by mutual agreement between the City and the employee.

Section 3. The vacation year for the purpose of this Article is the twelve (12) month period beginning with the employees hiring date with the City.

Section 4. Vacation time shall not accumulate during any personal leave of absence.

Section 5. Employees will be paid vacation pay based on their regular pay classification immediately prior to the vacation.

Section 6. Any employee who is discharged for just cause shall forfeit the right to receive accumulated vacation pay.

Section 7. All full-time employees shall be granted one (1) week vacation after 1 year of service; 2 weeks vacation after 2 years of service; 3 weeks vacation after 5 years of service; 4 weeks vacation after 10 years of service; 5 weeks vacation after 15 years of service; 6 weeks vacation after 20 years of service and 7 weeks vacation after 30 years of service.

Section 8. Compensation in lieu of vacation will not be paid except for retirement, separation, death or on approval of the City Council.

#### **ARTICLE VIII - WORKDAY AND WORKWEEK**

Section 1. The normal workday shall consist of eight (8) consecutive hours. No employee shall work more than four (4) hours without lunch unless an emergency occurs. The normal workday shall be from 8:00 a.m. to 5:00 p.m.

Section 2. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, forty (40) hours.

Section 3. Two fifteen minute coffee breaks shall be granted and shall be taken approximately at the midpoints of the first half and second half of a shift. The fifteen minutes, if taken off the job location,

shall include time to and from the job location.

#### **ARTICLE IX - SAFETY AND HEALTH**

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperation in the enforcement of safety rules and regulations.

Section 2. The parties to this Agreement will establish a joint Safety Committee consisting of one (1) representative of the employees, and one (1) representative of supervisory personnel and one (1) member of the City Council for the purpose of considering safety matters and recommending safety rules. In case of continued violation of safety rules by an employee after two (2) written warnings, the employee may be dismissed without rights under the grievance procedure.

Section 3. No employee will be discharged or disciplined for refusal to work on any job that is considered by him to be unsafe, until the Safety Committee has inspected the job. If the Safety Committee determines that the job is as safe as it may reasonably be made, then the employee shall return to work. Any employee refusing to work at a job determined to be safe by the Safety Committee will be subject to disciplinary action.

#### **ARTICLE X - WORK RULES**

The employee(s) shall conduct themselves in courteous and faithful performance of all work rules and assignments. Absence without the knowledge of the City or habitual tardiness will not be tolerated.

#### **ARTICLE XI - SHOW-UP OR CALL-IN TIME**

All employees reporting for work at their regular scheduled starting time will be guaranteed a minimum of four (4) hours work or four (4) hours pay at their regular rate, provided they do not leave work on their own volition. All employees called upon to work outside of their regular scheduled hours will be guaranteed a minimum of one (1) hour pay at the then appropriate regular rate.

#### **ARTICLE XII - SICK LEAVE, FUNERAL LEAVE AND ACCRUALS**

Section 1. All employees shall be granted sick leave at the rate of one (1) day for each full month of employment with accumulation not to exceed one hundred twenty (120) days. Sick leave days shall be used for actual sickness of the employee only, except as hereinafter provided. In the event sick leave time exceeds three (3) days, ~~the~~ Employer may request a certificate from the employee's physician.

Section 2. All employees covered by this Agreement shall be allowed three (3) days with pay for the purpose of attending funerals, not to be deducted from sick leave, for deaths in the immediate family. "Immediate family" is defined as follows: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, or



a member of the employee's immediate household.

Section 3. In the event of the retirement or the death of an employee covered under this Agreement, all accruals from unused vacation time and sick leave accruals due to the employee will be paid promptly to the surviving spouse or to his estate.

#### **ARTICLE XIII - FILLING VACANCIES**

The following procedure shall apply to the filling of vacancies or new jobs that may occur. The words "vacancy" or "job" in this section shall refer to an opening in the bargaining unit.

(a) When a vacancy occurs, and if any of the remaining employees in the bargaining unit are qualified, such job will be open for bidding, and the notice of such job shall be posted for three (3) work days, excluding Saturday, Sunday and holidays. This procedure will not apply to the positions of working foreman and wastewater treatment plant operator. However, in filling said positions, employees within the bargaining unit will be considered.

(b) When necessary, the job that is posted may be filled temporarily prior to the transfer of the employee definitely awarded or assigned to the job.

(c) Such vacancy shall be filled, if possible, on a basis of seniority, qualifications, ability and skill. An employee bidding for a vacancy shall state, in writing, the reasons he is qualified for the vacancy.

(d) Any employee moving to any permanent job vacancy will receive a rate of pay equal to the position vacated, provided that the employee is qualified to perform the work required in the vacated position.

#### **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

Section 1 - Insurance. Employees covered hereunder may, on written notice to the City, as his or her option, participate in the existing hospital-medical insurance plans. The City will pay the premiums for such coverage, including the Master Medical Plan.

Section 1(a). Effective July 1, 1990, the City hereby agrees to pay the full premium for health insurance for retirees and their spouses from retirement to age 65 and to provide supplemental insurance thereafter.

Section 1(b). The City will maintain a group life insurance policy in the amount of twenty thousand dollars (\$20,000.00) per employee, which will be paid by the City.

Section 2 - Bulletin Board. Announcements, in addition to the posting the seniority list, shall be posted in a conspicuous place where employees enter or leave the premises. The parties to this Agreement,

both of whom may use the bulletin board for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

Section 3 - Military Service. With respect to rights of former employees returning from military service, the City and the Union agree to abide by the terms of the Selective Service Training Act or any other similar act in effect.

Section 4 - Protective Clause. Should any of this Agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, the invalidation of such provision shall not render the Agreement ineffective in its entirety. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 5 - No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of age, race, sex, creed or color, and that such persons shall receive the full protection of the provisions of this Agreement and of applicable law.

Section 6 - Leave of Absence. Personal leaves of absence for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment in the same type of work covered by this Agreement. Failure to comply with this provision shall result in the complete loss of rights hereunder or discharge for the employee involved.

Section 7 - Access to Premises. The City agrees to permit Union representatives to enter the premises for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further that approval by the City Superintendent is first obtained, which approval will not unreasonably be withheld.

Section 8 - Pension Plan. All full-time employees will be required to participate in the Municipal Employees Retirement Plan (MERS). An employee does not become eligible to participate in MERS until July 1st after he or she has completed one (1) year of service, the July 1st date being the beginning date of the MERS fiscal year. All employees will be participants in the B-1 Benefit Plan and will contribute 2.2% of their weekly gross wages. The City of Frankfort will contribute the remainder of the cost of this plan. The Union requests all information regarding MERS covering the employees and the cost of MERS for the employees and the employer.

Section 9 - Personal Transportation. Personal transportation when used for City business approved by the City Superintendent shall be compensated at the rate of twenty-five cents (.25) per mile.

Section 10 - Workers' Compensation. Each employee will be covered by

the applicable Workers' Compensation laws, and the City further agrees that an employee, if eligible for Workers' Compensation benefits, an amount to be paid by the City, from the employee's accumulated sick leave only, a sum sufficient to make up the difference between the Workers' Compensation benefits received and his regular weekly income based on forty (40) hours. The City's subsidy will terminate upon the exhaustion of the employee's accumulated sick leave.

Section 11 - Temporary Help. No temporary help shall be employed while regular employees receive less than forty (40) hours per week or while regular employees are laid off and available.

Section 12 - Work by Supervisors. Supervisory personnel shall not perform the work of an hourly rated employee if the result would be to displace any employee of the bargaining unit. This will not prevent supervisors from doing work in bona fide emergencies, when regular employees are unavailable, or in the instruction or training of employees.

Section 13 - Longevity Payment. All employees covered by this Agreement will receive one hundred dollars (\$100.00) for each year of seniority upon retirement by separate check. In the event of death before or after retirement, payment will be made promptly to the surviving spouse or to his estate.

Section 14 - Glasses and Eye Examination. All employees covered by this Agreement will receive one (1) examination and one (1) pair of prescription glasses, if needed, per year, not to exceed \$175.00 per year employee to be paid for by the City.

Section 15 - Binding Arbitration. The parties agree to binding arbitration to settle the contract if an agreement cannot be reached between the parties. The fee of the arbitrator will be paid equally between the Union and the City of Frankfort.

Section 16 - Uniforms. Both parties agree that the Department of Public Works employees shall wear uniforms with employee's name and City of Frankfort imprinted on the shirt.

Section 17 - Pay Checks. Both parties agree that the paychecks will be issued on Wednesday immediately following the previous Monday through Sunday pay period.

#### **ARTICLE XV - WAGES**

Attached hereto and marked Schedule "A" is a schedule of wage rates for the employees covered by this Agreement, including increases to be effective during the duration of this Agreement. It is mutually agreed that said Schedule "A" shall constitute a part of this Agreement.

#### **ARTICLE XVI - DURATION OF AGREEMENT**

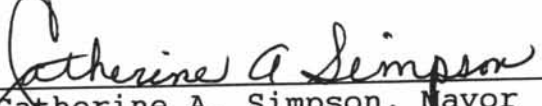
Section 1. The terms and provisions of this Agreement shall remain in

full force and effect until the 30th day of June, 1998, and from year to year thereafter unless either party hereto shall notify the other, in writing at least sixty (60) calendar days prior to the expiration date of this Agreement, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement.

Section 2. The written notice referred to in Section 1 above shall be given by certified mail and if given by the City shall be addressed to the United Steelworkers of America, AFL-CIO-CLC, 401 River Street, Room 204, Manistee, MI 49660, and if given by the Union, the notice shall be addressed to the City at its Frankfort, Michigan offices. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first written above.

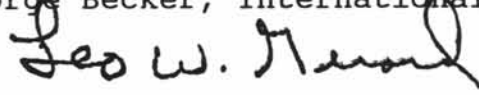
**CITY OF FRANKFORT**

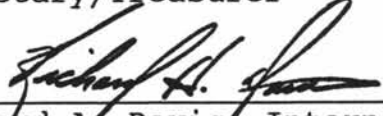
  
Catherine A. Simpson, Mayor

  
Joan M. McIntosh, City Clerk

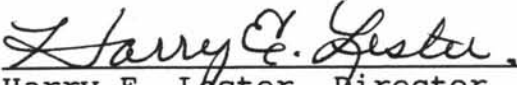
**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC**

  
George Becker, International Pres.


  
Leo W. Gerard, International Secretary/Treasurer

  
Richard A. Davis, International Vice-President, (Administration)

  
Leon Lynch, International Vice-President, (Human Affairs)

  
Harry E. Lester, Director District 2

  
James V. Hughes, Sub-District Director

  
Dennis A. Priddle, Committeeman

APPENDIX A  
WAGES

<u>Employee</u>	<u>Effective 7/1/95</u>	<u>Effective 7/1/96</u>	<u>Effective 7/1/97</u>
C. Anderson	\$12.92	\$13.44	\$13.98
D. Priddle	\$12.43	\$12.93	\$13.45
C. Walkley	\$11.98	\$12.46	\$12.96
R. Hollenbeck	\$11.98	\$12.46	\$12.96
G. Luxford	\$11.98	\$12.46	\$12.96

New Hire Wage Rate: New employees shall start at 90% of the lowest wage rate. After 90 days, that rate shall be increased to 100% of the lowest wage rate.

Clothing Allowance: A clothing allowance of twenty-two dollars (\$22.00) per month will be paid to each employee the last pay periods in September, 1995 and the past pay period in March 1996; last pay period in September 1996, and the last pay period in March 1997.