

6/30/93

AGREEMENT

Between

CITY OF MT. MORRIS, MICHIGAN

and

MICHIGAN COUNCIL NO. 25
AFSCME, AFL-CIO
LOCAL 1918, CHAPTER I

July 1, 1990 through June 30, 1993

Mount Morris, City of

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AGREEMENT

This Agreement is made this first day of July 1, 1990, between the City of Mt. Morris of Genesee County, Michigan, hereinafter referred to as the "Employer" and Local Union No. 1918, Chapter I and Council #25, chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union."

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

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 City and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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

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 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 Employer included in the bargaining unit described below, and as certified in Case No. R69K360 all employees of the City of Mt. Morris (Department of

Public Works and Water) but excluding office clerical employees, police and fire department employees and supervisors.

ARTICLE 2. AID TO OTHER UNIONS

The Employer 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 for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY

A. Modified Agency Shop

Employees not members of the Union and who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their union application form and dues deduction authorization form.

Any person who becomes an employee of the City on or after the effective date of this Agreement and is covered by this Agreement who is not a member of aforesaid Union, and who does not make application for membership within thirty (30) days from the date of employment shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues of aforesaid Union. Employees who fail to comply with this requirement shall be discharged by the Employer with notice from the Union, unless the City is otherwise notified by the Union in writing within said thirty (30) days.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions and, upon forwarding check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

B. Dues Check Off

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may only be revoked upon thirty (30) days written notice, prior to the termination of this contract or employment. The termination notice must be given both to the Employer and the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the City to rely upon and honor certificates by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adoption action specifying such amounts of Union dues and/or initiation fees.

C. Service Fee Check Off

The Employer agrees to deduct from the wages of any employee, who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer herein provided that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may only be revoked upon thirty (30) days written notice prior to termination of this contract. The termination notice must be given both to the Employer and to the Union.

ARTICLE 4. UNION REPRESENTATION

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

Employees will be represented by a bargaining committee of two (2).

ARTICLE 5. STEWARDS, ALTERNATE STEWARDS AND CLASSIFICATIONS

A. Employees shall be represented by one (1) Steward and one (1) Alternate Steward on each shift who shall be a regular employee. During overtime periods, an Alternate Steward may be appointed by the Chapter Chairperson.

B. Group Classifications are as follows:

1. Equipment Operator - Performs all types of work including operation of any piece of equipment of machinery to which assigned.
2. Utility Man - Performs all types of work but operation of equipment limited to trucks.
3. Laborer - Performs all types of work assigned but operates only pickup trucks of a one-ton (nominal 10,000 lb. GVW) rating and below.
4. Crew Leader - The senior person will be designated as Crew Leader in the absence of the Superintendent and will direct the work force in accordance with the procedures presently established by the Superintendent.
5. Other classifications may be negotiated as required.

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

ARTICLE 6. JOB SECURITY

Should the City consider contracting out work that is normally performed by the bargaining unit, the City will advise the Union as to the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work. It is not the intent to erode the bargaining unit or lay-off employees within the bargaining unit by such contracting.

The Superintendent is restricted from work that is normally performed by the bargaining unit, with the exception of emergency situations and the occasional operation of equipment.

ARTICLE 7. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. 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 conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or representative of the International Union.

The Union representatives may meet at a place designated on the Employer's property for at least one-half (1/2) hour preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE

A grievance is any complaint or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement. The Employer will answer in writing any grievances presented to it in writing by the Union.

A. By the immediate supervisor within two (2) working days.

B. By the designated representative of the Employer within five (5) working days from the date of meeting at which the grievance was discussed.

C. The grievance must be presented in writing by the Steward to the immediate supervisor within ten (10) working days of the incident or knowledge of the incident giving rise to the grievance.

D. The immediate supervisor of the various group classifications is as follows: Superintendent of D.P.W. and Water or designated replacement.

E. The designated representative of the Employer is as follows: City Manager or his/her designated replacement.

Step 1. Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

(a) If an employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward of his/her group classification.

(b) The Steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor.

(d) Immediate supervisor will provide answer within two (2) working days.

Step 2.

(a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Chapter Chairperson who may submit the grievance in writing to the Employer's designated representative. A meeting between representatives of the Union and representatives of the Employer will be arranged to discuss the grievance or grievances within five (5) calendar days from the date the grievance is received by the Employer's designated representative.

(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 preceding a meeting with the representatives of the Employer for which a request has been made.

(c) The Chapter Chairperson or representative shall be allowed time off from his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the Employer.

Step 3.

(a) If the answer provided for in Step 2 (a) above is not satisfactory to the Local Union, and the Local Union believes that the answer should be appealed, it may refer the grievance to the Council representative. The representative of the Council and/or the International Union will review the matter, and may within thirty (30) days after the answer referred to in Step 2(a) above, appeal the grievance to the Appeal Board.

(b) The Appeal Board shall be composed of two (2) representatives of the Employer and two (2) representatives of the Council and/or International Union.

(c) If the grievance is appealed to the Appeal Board, the Council and/or International Union shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers to the grievance and such other written records as there may be in the matter, and forward the same to the Employer's designated representative together with a written notice that the Employer's answer with respect to that grievance is not satisfactory to the Union. The written notice shall contain the names of the Council and/or International members of the Appeal Board. The Employer's designated representative shall within three (3) working days give written notice to the Union of the names of the Employer members of the Appeal Board.

(d) The members of the Appeal Board shall arrange for a meeting or meetings to discuss the particular grievance. In the event the Appeal Board disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the Appeal Board and submitted to the Employer's designated representative and the Chapter Chairperson. If after thirty (30)

days (calendar) from the Appeal Board's first meeting, they are unable to agree upon a disposition of the grievance, the grievance shall be submitted by the Appeal Board to an arbitrator.

(e) The arbitrator shall be selected by the members of the Appeal Board, or in the event they cannot agree upon an arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association, by request from the Appeal Board, and not by a majority vote of the Appeal Board. The Appeal Board shall, within two (2) weeks after the appointment of the arbitrator, submit to the arbitrator all documents and facts regarding the grievance.

(f) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally.

(g) To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any arbitrator's decision. The Union agrees to discourage any attempt of its members and not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from any decision of any Appeal Board.

(h) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, unless overtime was involved.

Withdrawal of Case

(a) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from 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 a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(b) After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

ARTICLE 9. DISCHARGE AND DISCIPLINE

The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward of the discharge or discipline.

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

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 five (5) 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 at Step 2.

On imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously nor impose discipline on an employee for errors or mistakes on his/her employment application.

ARTICLE 10. SENIORITY - PROBATIONARY EMPLOYEES

A. New employees hired in the unit shall be considered as probationary employees for six (6) months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her date of hire. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on a Department-wide basis, in accordance with the employee's last date of hire.

D. With respect to the hiring of temporary employees commonly referred to as students, we agree that the number of temporary employees will not exceed four (4), and the period of their employment will be confined to those months during the year when schools, colleges and universities are not in session. However, in no case will the period of employment of these temporary employees exceed ninety (90) days.

It is understood that the temporary employees are not covered by the provisions of this Agreement.

ARTICLE 11. SENIORITY LISTS

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

B. The seniority list as of the date of this Agreement will show the rates, 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 12. LOSS OF SENIORITY

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

a. He/she quits.

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

c. He/she is absent for three (3) 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/her last known address that he/she has lost his/her seniority and his/her 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/she does not return to work when called from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

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

ARTICLE 13. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification.

ARTICLE 14. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards and the Chapter Chairperson shall, in the event of a layoff of any type be continued at work as long as there is a job in the classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which they can perform.

ARTICLE 15. LAYOFF DEFINED

A. The word "layoff" means a reduction in the working force due to a decrease of work.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a department basis. Seniority employees will be laid off according to their inverse seniority as defined in Article 10 (c) and Article 14. In proper cases, exceptions may be made. Disposition of these cases will be 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.

ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 10(c) and Article 14. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within three (3) days from the day of recall, he/she shall either notify the Employer of his/her intent, or shall be considered a quit.

ARTICLE 17. TRANSFERS

A. Transfers 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/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose 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 17(a) and (b), he/she 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 of a newly created position, an employee shall be given the opportunity to transfer on the basis of seniority and minimum requirements. In such cases, all vacancies and newly created positions shall be posted in conspicuous places in each building at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 18. PROMOTIONS

A. Promotions within the bargaining unit shall be made on the basis of seniority and minimum requirements. 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 requirements shall be granted an eight (8)-week trial period to determine:

1. His/her desire to remain on the job.
2. His/her 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 Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure, unless the reason is due to his/her not being able to perform the job, then it will not be subject to the grievance procedure.

B. During the eight (8) week trial period, the employee shall have the opportunity to revert back to his/her 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.

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 19. VETERANS

The rights of veterans of the armed forces shall be as prescribed by law.

ARTICLE 20. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

A. Employees who are reinstated in accordance with the Universal Military Act, as amended, and other applicable laws and regulations, will be granted a leave 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, 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 Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 21. LEAVES OF ABSENCE

Unpaid leaves of absence without loss of seniority, for reasonable periods not to exceed twelve (12) months, will be granted by the City for:

1. Serving in any elected position (public or Union)
2. Illness Leave (physical or mental)
3. Serving in an appointed position with the Council or International Union
4. Prolonged illness in the immediate family

5. Personal Leaves
6. Educational Leave

Such leave may be extended for like cause.

ARTICLE 22. 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 unpaid 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 education conferences shall be allowed time off without loss of time or pay to attend such conferences or conventions, but not to exceed one (1) week. This provision shall be limited to one (1) member per fiscal year.

ARTICLE 23. SICK LEAVE

✓ All members covered by this Agreement shall accumulate one (1) day per month sick leave, not to exceed twelve (12) days per year, from July 1 through June 30, limited to each year with a sixty (70)-day maximum accumulation. ✓

All unused accumulated sick leave days will be paid upon honorable severance with the Employer at a rate of one-half (1/2) of his/her accumulated days at his/her regular rate of pay. Employees who retire under normal or disability retirement or the spouse of an employee whom upon death of the employee, shall be paid 100% for such accumulated sick days at his/her regular rate of pay at that time.

Sick leave may be used for illness in the immediate family when requiring the assistance and presence of the employee.

ARTICLE 24. FUNERAL LEAVE

An employee shall be allowed three (3) working days, with pay plus travel time 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/husband, son, daughter, mother-in-law, father-in-law, grandparents, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day without pay, not to be deducted from sick leave. The Local Union Chapter Chairperson or his/her representative, shall be allowed one (1) funeral leave day in the event of the death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 25. LONGEVITY PAY

A. Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

	<u>Fiscal</u> <u>1990-91</u>	<u>Fiscal</u> <u>1991-92</u>	<u>Fiscal</u> <u>1992-93</u>
beginning of the third year	\$ 500.00	\$ 525.00	\$ 546.00
beginning of the fifth year	1,000.00	1,050.00	1,092.00
beginning of the tenth year	1,500.00	1,575.00	1,638.00
beginning of the fifteenth year	2,000.00	2,100.00	2,184.00
beginning of twentieth year	2,500.00	2,625.00	2,730.00

B. The above longevity pay will be paid covering the period from October 1st through September 30th for each employee. The employee shall have the option of receiving the entire longevity pay on the last pay period in November or one-half (1/2) on the last pay period in November and one-half (1/2) on the last pay period in May. Longevity payments shall be by separate check. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have completed a full two (2) years of service and so on after completion of nine (9), fourteen (14), or nineteen (19) as the case may be. In case of death of the employee, retirement or resignation with satisfactory notice, longevity payment will be made based on the time from

October 1st to the date of death, retirement or resignation. In case of layoff, an employee will not receive longevity payment unless he/she is subsequently recalled.

ARTICLE 26. WORKING HOURS

A. The regular full working day shall consist of eight (8) consecutive hours per day on the following schedule: Monday through Thursday - 7:00 a.m. to 3:30 p.m.; and 6:00 a.m. to 2:30 p.m., the day before a holiday and the last scheduled working day of the workweek, with one-half (1/2) hour for lunch.

B. Employees may take fifteen (15) minutes for a "coffee break" in the a.m. and also a fifteen (15) minute "coffee break" in the p.m.

C. An employee reporting for call-in duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

D. Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

Whenever overtime is required, the person with the least number of hours in that classification within his/her building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two-hour minimum).

Overtime hours will be computed from July 1st through June 30th each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

E. Employees called at home in the evening or after hours shall receive time and one-half (1 1/2) except for Sundays and holidays when they will receive double (2) time.

F. Employees called in on a holiday will be paid double (2) time for all hours worked in addition to their regular holiday pay.

ARTICLE 27. TIME AND ONE-HALF

Time and one-half (1 1/2) will be paid as follows:

A. Employees will be guaranteed a regular shift. Any hours worked other than the regular shift will be paid at the rate of time and one-half (1 1/2).

B. A regular shift shall be eight (8) hours per day; forty (40) hours per week.

ARTICLE 28. HOLIDAY PROVISIONS

A. Employees will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and the Day before New Year's.

B. If the holidays fall on a Friday and Saturday the employee will receive Thursday and Friday as the paid holidays. If the holidays fall on a Sunday and Monday the employee will receive Monday and Tuesday as the paid holidays.

C. The employee must work or be on an authorized leave his/her last scheduled work day preceding the holiday and the first scheduled work day following the holiday in order to receive the holiday pay.

D. Each employee covered by this Agreement shall be allowed six (6) personal leave days with pay, to be used for any personal reasons. Employees

shall request personal leave twenty-four (24) hours in advance, except in the case of emergencies.

ARTICLE 29. VACATIONS

A. Employees shall be credited with paid vacation days on their anniversary date each year in accordance with the following table:

After one year	56 hours	7 work days
After two years	80 hours	10 work days
After five years	120 hours	15 work days
After eight years	160 hours	20 work days
After thirteen years	200 hours	25 work days
After eighteen years	240 hours	30 work days

Employees will be paid their regular hourly rate of pay while on vacation and shall receive credit for all benefits as if they had worked during the period. Employees shall be allowed to carry over two (2) weeks of vacation each year.

Vacation to be taken during June, July and August must be confirmed by May 1st by the Department Head.

B. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of operations of the department. Employees shall put in for one (1) week of vacation at a time, beginning with the most senior employee and so on in rotation in order to allow employees an equitable distribution of desired vacation periods, provided such selection is completed by May 1st. Vacation requests submitted after May 1st shall be granted by seniority.

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

A vacation may not be waived by an employee and extra pay received for work during that period unless an employee is required to work by the City and another mutually agreed to vacation period cannot be rescheduled.

C. Pay Advance.

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

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

ARTICLE 30. STANDBY

An employee may be required to remain on call at his/her regular place of abode or other reasonable accessible location for a one (1) week period beginning at the end of his/her work shift each Monday. Standby duty is to be rotated among qualified employees of said department. An employee on standby duty shall receive at his/her straight time hourly rate, one (1) hour pay for each calendar day, Monday through Friday, and two (2) hours pay for Saturday, Sunday and/or holiday of standby duty. Additional benefits do not accrue for standby.

If the Employer has an employee on standby the employee will be furnished a pager.

ARTICLE 31. UNION BULLETIN BOARDS

The Employer will provide a bulletin board which may be used by the Union for posting notices.

ARTICLE 32. RATES FOR NEW JOBS

When a new job is created 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 33. TEMPORARY ASSIGNMENTS

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 of such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 34. JURY DUTY

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

ARTICLE 35. SAFETY COMMITTEE

A safety committee of employees and the Employer representative is hereby established. This committee will include the Steward and shall meet at least once per month, if necessary, for the purpose of making recommendations to the Employer.

ARTICLE 36. INSURANCE

A. Hospitalization and Medical Insurance. The City will furnish all full-time employees covered by this Agreement and their eligible dependents with Blue Cross/Blue Shield Insurance (MVF-1) including the ML Rider, the three-dollar (\$3.00) Co-pay Prescription Drug Rider and Master Medical Option I. The City shall pay 100% of the premiums for the basic coverage listed above

and 50% of the premiums for the Family Continuation Rider if applicable, except that the City shall pay 100% of the premiums for the Family Continuation Rider for employees who were hired by the City prior to July 1, 1990. In addition, the City shall pay 100% of such premiums for retirees and their dependents, until the retiree is eligible for Medicare at which time the City's obligation ceases.

B. Dental Insurance. The City will furnish all full-time employees covered by this Agreement and their eligible dependents with Blue Cross/Blue Shield Dental Insurance (Program: 50-50-50/800; DS 50/800). The City shall pay 100% of the premiums for such dental insurance.

C. Accident and Sickness Insurance. Members of this bargaining unit are covered by the disability insurance policy the City has with the Canada Life Assurance Company. This plan provides a benefit of 75% of weekly pay to a maximum of \$400 per week beginning after the 14th day of continuous disability for up to 52 weeks of any one continuous period of disability. All the provisions of the insurance policy shall apply and the City reserves the right to change insurance carriers provided no material provisions of coverage are reduced.

D. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement in the amount of thirty thousand dollars (\$30,000) with double indemnity for accidental death.

E. Worker's Compensation. Each employee shall be covered by the applicable Worker's Compensation laws.

F. The above insurances shall be maintained in force by the Employer when the employee is on paid sick leave, personal leave, funeral leave, jury duty or vacation.

ARTICLE 37. UNIFORMS

The Employer will pay the cost of furnishing uniforms for each employee through a uniform rental service.

ARTICLE 38. PAY RATES

The following hourly rates of pay shall be in effect as of the dates shown:

A. Fiscal 1990-91, effective July 1, 1990:

<u>Position</u>	<u>Starting</u>	<u>After 6 months</u>	<u>After one year</u>	<u>After two years</u>
Laborer	\$ 9.38	\$ 9.96	\$10.14	---
Utility Man	10.33	---	10.56	\$10.74
Equipment Operator	11.25	---	11.51	11.82
Crew Leader	---	---	---	14.18

B. Fiscal 1991-92, effective July 1, 1991:

<u>Position</u>	<u>Starting</u>	<u>After 6 months</u>	<u>After one year</u>	<u>After two years</u>
Laborer	\$ 9.85	\$10.46	\$10.65	---
Utility Man	10.85	---	11.09	\$11.28
Equipment Operator	11.81	---	12.09	12.41
Crew Leader	---	---	---	14.89

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C. Fiscal 1992-93, effective July 1, 1992:

<u>Position</u>	<u>Starting</u>	<u>After 6 months</u>	<u>After one year</u>	<u>After two years</u>
Laborer	\$10.24	\$10.88	\$11.08	---
Utility Man	11.28	---	11.53	\$11.73
Equipment Operator	12.28	---	12.57	12.91
Crew Leader	---	---	---	15.49

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ARTICLE 39. RETIREMENT

Eligible employees shall participate in the Genesee County Retirement System. The basic retirement benefit shall be computed as follows:

2.0% times the Final Average Compensation (FAC) for the first twenty-five (25) years of service, plus 1.0% for years of service in excess of twenty-five (25). The maximum County financed portion is 75% FAC. Employees may retire after twenty-five (25) years of service regardless of age, with no reduction; or age sixty (60) with eight (8) or more years of service, with no reduction.

Individual employees shall contribute 5% of the member's annual compensation.

Retirees shall also be provided with \$5,000 life insurance coverage.

Details of the plan may be obtained through the Genesee County Retirement Office.

ARTICLE 40. MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to interfere with the City's inherent right to manage and direct all of its operations, activities and working force of employees, the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, layoff, recall or relieve employees from duty and determine the number of employees, provided that such shall be done for justifiable and legitimate reasons.

The City shall further have the full right to establish policies and procedures, to determine the type and scope of services to be furnished and facilities to be operated, to establish schedules of operation and methods, procedures, and means for providing services. The City shall have the right to introduce new or improved working methods or facilities.

The above rights and responsibilities must be exercised consistent with all terms of this contract and all working conditions, practices, and policies existing at the time of execution of this contract or during the term of this contract. This shall not be construed as a waiver by the Union of its right to file a grievance under Article 8 of this Agreement.

ARTICLE 41. TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 1990, and shall continue in full force and effect until June 30, 1993.

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 a notice of amendment as herein provided, or if each party giving a 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

LETTER OF UNDERSTANDING

The Letter of Understanding will constitute an amendment to and/or an aid in the constitution and implementation of Section 37 of the Collective Bargaining Agreement between the City of Mt. Morris, a Michigan municipal corporation, and Chapter I, Local 1918, affiliated with Council 25 AFSCME, AFL-CIO:

1. Notwithstanding anything in Section 37 of said Collective Bargaining agreement dated July 1, 1990, to the contrary, benefits under the City's Blue-Cross/Blue Shield covering all full-time permanent employees and their families will be coordinated with any other medical coverages available to persons covered by the City's coverage subject to the following terms and conditions:

(a) The coordination of benefits shall be administered according to their standard procedure by representatives of the Blue-Cross/Blue-Shield.

(b) That said coordination of benefits shall be administrated in such way as to limit coverage and/or payments to 100% of the services provided to eligible individuals.

(c) That the City shall incur no financial liability with respect to the implementation of the coordination of benefits other than the cost of the premium to Blue-Cross/Blue-Shield.

2. The uindersigned hereby agree to the provisions hereinabove set forth and agree that the Collective Bargaining Agreement shall be amended and/or construed accordingly.

Dated this _____ day of _____, 1990.

CITY OF MT. MORRIS

LOCAL 1918, CHAPTER I

BY: _____

BY: _____

ITS: _____

ITS: _____

LETTER OF UNDERSTANDING

This Letter of Understanding will constitute an amendment to and/or an aid in the constitution and implementation of Section 37 of the Collective Bargaining Agreement between the City of Mt. Morris, a Michigan municipal corporation, and Chapter I, Local 1918, affiliated with Council 25 AFSCME, AFL-CIO:

1. Notwithstanding anything in Section 37 of said Collective Bargaining Agreement dated the 1st day of July, 1990, to the contrary, benefits under the City's Dental Plan covering all full-time permanent employees and their families will be coordinated with any other dental coverages available to persons covered by the City's coverage subject to the following terms and conditions:

- (a) The coordination of benefits shall be administered according to their standard procedure by representatives of the Dental Plan.
- (b) That said coordination of benefits shall be administered in such a way as to limit coverage and/or payments to 100% of the services provided to eligible individuals.
- (c) That the City shall incur no financial liability with respect to the implementation of the coordination of benefits other than the cost of the premium to Dental Plan.

2. The undersigned hereby agree to the provisions hereinabove set forth and agree that the Collective Bargaining Agreement shall be amended and/or construed accordingly.

Dated this _____ day of _____, 1990.

CITY OF MT. MORRIS

BY: _____

ITS: _____

LOCAL 1918, Chapter I

BY: _____

ITS: _____