

6/30/94

*Owosso, City of*

**CONTRACTUAL AGREEMENT**

**between**

**OWOSSO LOCAL NO. 1059  
COUNCIL NO. 25, AFL-CIO**

**and**

**THE CITY OF OWOSSO**

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## AGREEMENT

This Agreement, entered into on this first day of July, 1992, between the City of Owosso (hereinafter referred to as the "EMPLOYER") and the Owosso City Chapter of Local No. 1059, affiliated with Michigan Council #25, 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 meanings 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 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 among all Employees.

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:

All Employees in the Department of Public Works, Parks, Disposal, Water, and City Hall, EXCEPT Supervision and executives as defined in the Act and City Hall clerical personnel and all other Employees.

ARTICLE 1. GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group which purports to engage in collective bargaining or make any agreement with labor groups 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 the 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) 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) day following the beginning of their employment in the unit.

#### ARTICLE 4. SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an Employee for failure to comply with the provisions of Articles 3 and 5, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

#### ARTICLE 5. UNION DUES AND INITIATION FEES

(a) Payment of Check-Off: Employees shall tender the initiation fee and monthly membership dues, or a service fee equivalent to Union dues, by signing a proper Authorization for the membership dues levied, or the equivalent as a

service fee, from the pay of each Employee who executes or has executed an Authorization for Check-Off of Dues Form. The Employer will be notified by the Treasurer of the Local Union when the amount of dues are changed.

(b) When Deduction Begins: Check-Off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is signed by the Employee and shall be deducted from the last pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer: 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 as soon as possible after the first payday of the month. 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 subject to check-off deductions beginning with 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 Payment of Dues or Service Fee: Any disputes arising out of an Employee's non-compliance with the provisions of this Article shall be reviewed by the designated representative of either the local Union or the Council #25, and if not resolved, shall be decided at the final step of the Grievance Procedure.

## ARTICLE 6. 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.

## ARTICLE 7. STEWARDS AND ALTERNATE STEWARDS

(a) In each department, Employees in the department shall be represented by one steward who shall be a regular Employee working in that department. In the absence of the steward, an alternate may be appointed by the local Unit Chairman.

(b) Departments are listed as below:

1. Filtration Plant
2. Sewage Disposal
3. Street Department
4. Water Distribution

(c) The stewards, during the working hours, without loss of pay or time, may investigate and present grievances to the Employer, after the steward has notified the supervisor.

(d) The Employer will be notified by the Unit Chairman of the names of the steward in each department and the alternate names.

(e) The alternate shall serve only in the absence of the steward.

## ARTICLE 8. SPECIAL CONFERENCE

(a) Special conferences for important matters will be arranged between the Unit Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representa-



tives of the Employer and two (2) representatives of the bargaining unit. 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. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(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.

#### ARTICLE 9. GRIEVANCE PROCEDURE-TIME OF ANSWERS

(a) A grievance, within this Agreement, is a dispute, claim or complaint arising out of and during the terms of this Agreement and filed by the authorized steward in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. When writing a grievance, the Articles believed to be in violation are to be named.

(b) The Employer will answer in writing, the grievance presented to the Employer in writing by the Union.

(c) All written grievances shall be submitted by the aggrieved Employee and/or the authorized steward in the bargaining unit. In the case of a group or unit grievance, the written grievance shall be submitted by the Union Chairman.

(d) The grievance must be presented in writing by the steward to the immediate supervisor within seven (7) days after its occurrence, or reasonable knowledge of its occurrence, in order to be proper matter for the grievance procedure. Saturday, Sunday, and holidays shall be excluded from the Grievance Procedure time limits.

(e) Any grievances not appealed by the Union within the time limits shall be deemed withdrawn.

(f) The immediate supervisor of the various group classifications are as follows:

1. Street Superintendent
2. Water Distribution Supervisor
3. Supervisor of Water Treatment
4. Sewage Disposal Plant Superintendent

#### ARTICLE 10. PRESENTING A GRIEVANCE

Any Employee having a grievance 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 of the department. Time not to exceed one-half (1/2) hour.

(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, who will answer within three (3) days.

Step 2. (a) If the immediate supervisor's answer is not satisfactory, then the grievance may be presented by the steward to the Director of Labor Relations who shall answer within three (3) days.

(b) In the event the immediate supervisor is a member of the bargaining unit, the grievance will be presented directly to Step 3.

Step 3. (a) If the Director's answer is not satisfactory, then the grievance may be referred to the local Unit Chairman who shall answer within three (3) days and who may submit his appeal on an agenda to the Employer. A meeting between two (2) representatives of the Union and two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) days from the date the agenda is received by the Employer. Such meeting may be attended by a representative of the Council/International Union.

(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 Chairman of the bargaining unit or his representative shall ask for and be allowed time off his job without loss of time or pay, not to exceed four (4) hours per week, accumulative for the current month, to investigate a grievance he is to discuss with the Employer. The immediate supervisor will grant him permission within reason to leave his work for this purpose. Any additional time needed will be granted without pay.

Step 4. (a) If the grievance is not satisfactorily adjusted in the last preceding step, either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within fifteen (15) days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered withdrawn. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association, requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

(b) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

(c) The expenses of the arbitrator shall be borne equally by the Union and the City.

(d) There shall be no appeal from any arbitrator's decision, as such decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer.

ARTICLE 11. WITHDRAWAL OF CASES

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

ARTICLE 12. 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 13. COMPUTATION OF BACK WAGES

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

ARTICLE 14. DISCHARGE AND DISCIPLINE

(a) 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 Department of the discharge or discipline.

(b) The discharged or disciplined Employee will be allowed to discuss his discharge or discipline with the steward of the department. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the Employee and the steward.

(c) 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 Step 3 of the Grievance Procedure.

(d) Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than one (1) year previously.

#### ARTICLE 15. SENIORITY - PROBATIONARY EMPLOYEES

(a) New Employees hired in the Street and Water Distribution Department shall be considered as probationary Employees for the first one hundred eighty (180) calendar days of their employment.

(b) New Employees hired in the Water Filtration Plant where the State of Michigan mandates that an Employee must have a valid F Certification to operate a shift shall be considered as probationary Employees for the first one hundred eighty (180) calendar days of their employment. Employees hired into the Water Filtration Plant and as a condition of continued employment shall be required to acquire the State of Michigan mandated F Certification within one (1) year from their date of employment. Any Employee who fails to acquire the State mandated F Certification within the one (1) year time limit may have his services terminated by the Employer and neither the Employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination.

(c) New Employees hired in the Sewage Disposal Department shall be considered as probationary Employees for the first one hundred eight (180) calendar days of their employment.

(d) Upon successful completion of a new Employee's probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority among probationary Employees.

(e) The Union shall represent Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, as set forth in Section One (1) of this Agreement, except discharged or disciplined Employees for other than Union activity.

(f) Probationary Employees may be disciplined or their service with the Employer may be terminated at any time by the Employer at its sole discretion and neither the Employee so disciplined or terminated nor the Union shall have recourse to the Grievance Procedure over such discipline or termination.

(g) Seniority shall be on the Unit-wide basis, in accordance with the Employee's last date of hire.

(h) Any Employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

#### ARTICLE 16. SENIORITY LISTS

(a) The seniority list will show names, job titles, and date of hire of all Employees of the bargaining unit entitled to seniority.

(b) The Employer will keep the seniority list up-to-date at all times and will provide the Unit Chairman with up-to-date copies at least every six (6) months.

ARTICLE 17. 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 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 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 (c).
- (f) He retires.
- (g) He is not recalled to work within the length of his service or three (3) years, whichever is the lesser.

ARTICLE 18. SHIFT PREFERENCE

An Employee will be granted shift preference on the basis of Departmental seniority twice each year on or about April 1st and October 1st. In proper cases, exceptions may be made. The transfer to the desired shift will take effect within two (2) weeks following the end of the current pay period within which the written request was made.



ARTICLE 19. SENIORITY OF STEWARDS AND OFFICERS

Notwithstanding their position on the seniority list, the Unit Chairman, Unit Recording Secretary, and Stewards, in that order, shall in the event of a layoff of any type, be continued to work as follows:

STEWARDS: As long as there is a job in their department which they can perform, and they shall be recalled to work in the event of a layoff on the first job open in their department which they can perform.

OFFICERS: As long as there is a job in the bargaining unit which they can perform and they shall be recalled to work in the event of a layoff on the first open job in the bargaining unit which they can perform.

ARTICLE 20. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be signed by the Unit Chairman and the Director of Employee Relations.

ARTICLE 21. LAYOFF DEFINED

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

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees will be laid off first. Seniority Employees will be laid off according to seniority as defined in Articles 15 and 19. In proper cases, exceptions may be made. Disposition of these cases will be proper matter for a special conference and if not resolved, it shall then be subject to the Grievance Procedure.

(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 and Council 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) An exception to the above would be in a layoff affecting the Wastewater Treatment Plant, and the Water Filtration Plant, where in order for an Employee to "bump" into positions at those locations, they must meet the established minimum requirements set for the positions.

#### ARTICLE 22. RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled according to seniority, as defined in Articles 15 and 19. Notice of recall shall be sent to the Employee at his last known address by registered mail or certified mail. If an Employee fails to report for work within seven (7) days from date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

#### ARTICLE 23. CONTRACTING OUT

No work will be contracted out by the City when it can be performed by the normal work force of the bargaining unit.

ARTICLE 24. JOB POSTING AND BIDDING PROCEDURES

(a) Promotions within a department shall be made on the basis of seniority and qualifications. Job vacancies within a department will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees within a department 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 the denial shall be given in writing to such Employee and the steward.

(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 trial period may be extended by mutual agreement between the Union and the Employer.

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

(d) Employees required to work in higher classifications shall be paid the rate of the higher classification for the hours worked at starting classification rate up to four (4) weeks. A promotion shall be considered as a change in job classification, resulting in a wage increase.

(e) If no Employees within a department apply for the position posted, then the job will be re-posted for four (4) additional days and Employees from the bargaining unit may apply for the position posted.

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

#### ARTICLE 25. VETERANS

(a) Reinstatement of Seniority Employees: Any Employee who is called into active service in the Armed Forces of the United States, upon the 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 ninety (90) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary Employee who is called into the Armed Forces and meets the foregoing requirements, must complete his probationary period and

2. Illness Leave (Physical or Mental).
3. Prolonged Illness in immediate family. Such leave may be extended for like cause.

An Employee, upon returning from an illness leave shall be required to furnish the City with a Doctor's statement certifying that they are able to return to work.

However, the Employee will continue to accrue seniority while on approved leave of absence.

Vacation and sick leave will not accrue during Leave of Absence.

Written application is to be made thirty (30) days prior to start of Leave of Absence, for personal leave or Union business. Any other leaves must be in writing and approved by the Director of Labor Relations.

#### ARTICLE 29. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to local union positions, or selected by the Union to perform official business 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 and/or Council #25 such as conventions or educational conferences shall be allowed time off without loss of time or pay to attend such conferences and/or conventions not to exceed five (5) working days and is to be limited to two (2) members each occasion. A written request must be made two (2) weeks in advance in order to receive time off.

ARTICLE 30. SICK LEAVE

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve days per year, with the maximum accumulation of ninety (90) days. Fifty percent (50%) of unused sick leave days shall be paid in cash to an Employee upon retirement, or to his estate in the case of death. The amount of payment for all unused sick leave is to be calculated at the Employee's retirement or death.

(b) An Employee who works beyond the compulsory retirement age shall receive this payment on the day he was due to retire. The Employee who continues to work shall retain the other 50% of unused sick leave, and shall continue to accrue sick leave until he does retire, but shall receive no payment upon final retirement, of any unused sick leave.

(c) During the life of this Agreement, all Employees who have accumulated sick days in excess of the ninety (90) days maximum shall receive payment for fifty percent (50%) of all said excess unused sick leave accumulated during the current fiscal year. Payment shall be made during the month of August immediately following the end of the current fiscal year.

(d) An Employee will have the option to accumulate up to one hundred and twenty (120) sick days as a safeguard toward the maximum ninety (90) day accumulation. However, should the Employee choose this option, he will not be eligible for the 50% cash-out of unused sick days until after he has accumulated 120 days; then the Employee would be eligible for the 50% cash-out of accumulated sick days over 120, in the same manner as in paragraph (c) above.

(e) Employees absent from work due to claimed illness and to qualify for a sick day shall inform the Employer of such absence by telephone prior to starting time.

(f) Sick leave days will be used for legitimate illness or disability only.

(g) The Employer may require and will receive a statement from the Employee's personal doctor concerning the Employee's illness or disability, if the illness or disability reoccurs frequently so as to raise a question about the Employee's general state of health.

#### ARTICLE 31. FUNERAL LEAVE

An Employee shall be allowed five (5) calendar 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, Sister, Brother, Wife or Husband, Son or Daughter, or a member of the Employee's household.

Three (3) calendar days shall be allowed for a death of other family members. These members are to be defined as follows: Mother-in-law, Father-in-law, Grandparents, Son-in-law, Daughter-in-law, Grandchild, or step-relative in the above categories. Any Employee selected to be a pallbearer for a deceased Employee will be allowed one (1) funeral leave day with pay, not to be deducted from Sick Leave. The local Union Chairman or his representative, shall be allowed one (1) funeral leave day in the event of the death of a member of the Union, who is an Employee of the City, for the exclusive purpose of attending the funeral.

#### ARTICLE 32. WORKING HOURS AND CALL BACK

(a) Employees called back outside their regular shift shall be guaranteed one (1) hours work at time and one-half (1 1/2) pay.

(b) Effective July 1, 1993, standby Employees required to stand by at their residence shall be paid \$40.00 for each twenty-four (24) hour period plus their regular pay at time and one-half for actual hours worked. Such standby duty must be equally divided among all qualified personnel, but it can be exchanged by mutual agreement of Employees involved.

All hours actually worked during the standby period will be construed as overtime hours and will be charged in accordance with Article 48 - Equalization of Overtime.

(c) Normal work week will be Monday through Friday, eight (8) hours per day, forty (40) hours per week, except Filtration Plant, Disposal Plant.

(d) Employees may take a fifteen (15) minute "coffee break" in the a.m., and also a "coffee break" in the p.m. or during the first half and second half of their regular shift, whichever may apply.

(e) The normal work day shall start at 7:00 a.m. and end at 3:30 p.m., with a one-half hour unpaid lunch period.

(f) This article is intended to be construed only as a basis for overtime, and shall not be construed as a guarantee of hours worked per day or week.

(g) The shift hours of the Filtration Plant will be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. 11:00 p.m. to 7:00 a.m.

(h) Present schedules of the Water Treatment and Wastewater Treatment Plants will remain as they are at the time of this Agreement, and will normally consist of eight (8) hours per day, forty (40) hours per week. If, however, a change is contemplated due to future operational needs, the Employer agrees to meet and discuss such change with the Union. Water Treatment and Wastewater Treatment Plant schedules shall not be changed for the purpose of circumventing the payment of overtime.



ARTICLE 33. TIME AND ONE-HALF

(a) For all hours worked over eight (8) hours in an established period of twenty-four (24) hours. The established period will be determined by mutual agreement for each department.

(b) For hours worked in excess of forty (40) hours per week.

(c) Any hours paid shall be construed as hours worked for the purpose of computing any benefits in the existing Agreement.

(d) Overtime or other premium rates shall not be pyramided. (i.e.: compounded or paid twice for the same hours worked.)

ARTICLE 34. HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

- |                   |                               |
|-------------------|-------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day           |
| 2. Good Friday    | 7. Day after Thanksgiving Day |
| 3. Memorial Day   | 8. Day before Christmas       |
| 4. Fourth of July | 9. Christmas Day              |
| 5. Labor Day      | 10. Day before New Year's Day |

All Employees, regular and probationary, will be paid their current rate based on an eight (8) hour day, except that probationary Employees will be required to work the regularly scheduled work day immediately preceding and immediately following the holiday in order to qualify for the holiday pay.

In a seven (7) day operation, the following holiday pay scales shall apply:

If a holiday falls on a regularly scheduled:

- (1) Off day and the Employee does not work - 8 hours pay at straight time.
- (2) Off day and the Employee does work - straight time, plus double time.

(3) On day and the Employee does work - straight time, plus double time, except for the Day after Thanksgiving, Day before Christmas, Day before New Year's and Good Friday -- then straight time, plus time and one-half (1 1/2).

(b) In a 5-day operation of Monday through Friday, should a holiday fall on Saturday, Friday shall be considered as the holiday. Should the holiday fall on Sunday, Monday shall be considered as the holiday. An Employee required to work on holidays included in this article will be paid two (2) times his base rate of pay for hours worked plus holiday pay.

(c) In a seven (7) day operation, if two or more Employees are scheduled to a shift because of a normal scheduling practice on an existing Holiday and the Employer feels that only one Employee is necessary, the senior Employee shall be offered first choice of assignment to cover the Holiday shift.

(d) Employees, unless on approved Leave shall work their scheduled day before and their scheduled day after each listed Holiday to qualify for Holiday pay.

#### ARTICLE 35. VACATION ELIGIBILITY

Employees will be credited vacation from anniversary date of hire to anniversary date. Employees will receive vacation credits as follows:

- |                                |   |
|--------------------------------|---|
| (a) 5 work days after 1 year   | (d) 15 work days after 10 years             |
| (b) 10 work days after 2 years | (e) 17 work days after 15 years             |
| (c) 13 work days after 5 years | (f) 20 work days after 18 years<br>and over |

ARTICLE 36. VACATION PERIOD

(a) Should more than one person in a department request vacation in the same period and it is not consistent with the needs of the City, seniority shall prevail.

(b) Vacations will be taken in a period of consecutive days. Seniority will prevail in the first portion of split vacations. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation, in proper cases exceptions may be made. Employees may take one (1) day or more vacation at a time, provided the Employee takes a vacation period of at least five (5) consecutive days during the year.

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

(d) 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 the Employer is unable to schedule his vacation, the Employee will be awarded payment in lieu of vacation.

(e) Employees shall give a minimum of two (2) weeks advance written notice of intent to use vacation. Any emergency request shall be approved or denied based upon its own merit. The Employer will make every attempt to respond to a written vacation request in a timely manner.

(f) Unused vacation credits shall be used up during the current year or they shall be forfeited.

(g) Effective July 1, 1993, if an employee earns more than ten (10) days of vacation leave per year, he may elect to be compensated for unused vacation days in accordance with the following schedule:

Vacation Days Earned Per Year	Maximum Unused Days Paid
10	0
13	3
15	5
17	7
20	10

To qualify for payment for unused vacation days, the employee must notify the Employer in writing of his intent to exercise his option to receive payment no later than thirty (30) days prior to his anniversary date. The employee must have taken a vacation period of at least five (5) consecutive days, excluding weekends and holidays, during the vacation year. This payment will be made following the completion of the vacation year period.

#### ARTICLE 37. PAY ADVANCE

Employees must notify payroll three (3) weeks in advance of vacation to receive advance pay.

(a) If a regular pay day falls during the Employee's vacation, he will receive that check in advance before going on vacation, providing he makes request for his check three (3) weeks in advance. Should an Employee change his vacation, he must make a request for his check three (3) weeks before leaving, if he desires to receive it in advance.

(b) In the case of a deceased Employee, any unused vacation will be credited in cash at the Employee's last rate to the Employee's estate.

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

ARTICLE 38. UNION BULLETIN BOARDS

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

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

ARTICLE 39. 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 rate is proper, it shall be subject to negotiation.

ARTICLE 40. 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 for such job. Such Employee will receive the rate of pay of the higher classification. Temporary assignments shall not be made for the purpose of circumventing the payment of overtime.

ARTICLE 41. 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 42. SAFETY COMMITTEE

A safety committee of Employees and the Employer representatives is hereby established. The committee will include the Chairman and Secretary of the Bargaining Unit and shall meet upon request of either party within two (2) weeks during regular daytime working hours, with the purpose of mutual interest in the safety of the Employee.

ARTICLE 43. HOSPITALIZATION, MEDICAL AND DENTAL COVERAGE

Section 1. The Employer agrees to pay the full premium for hospitalization medical coverage for the Employee and his family, the plan to be Blue Cross-Blue Shield MVF-1 Plan, Semi-private coverage, \$2.00 co-pay Drug Rider. This coverage shall include all Employees who have exhausted their sick days for an off-the-job injury, and Employees who are on Worker's Compensation due to an on-the-job injury. This coverage shall be limited to a maximum of one (1) year.

Section 2. Dental Coverage: Effective July 1, 1993, the Employer agrees to provide the following Delta Dental insurance plan:

50/50 Delta Dental Class I and Class II Plan; maximum coverage of six hundred dollars (\$600) per person, per year.

Section 3. Effective upon the signing of this Agreement, the Employer agrees to provide the following Eye Care Coverage:

Full-service Benefit Plan, \$10.00 Co-pay exam only, Mutual Eye Claim Audits, Inc. Plan V

ARTICLE 44. 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 if an Employee becomes eligible for

Worker's Compensation income, an amount will 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 twenty-six (26) weeks.

ARTICLE 45. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each Employee, face value of twenty thousand dollars (\$20,000) while employed; or laid off for a period not to exceed one (1) year.

ARTICLE 46. UNEMPLOYMENT INSURANCE

The Employer agrees to provide through the services of the Michigan Employment Security Commission, Unemployment Insurance coverage for all Employees under this contract.

ARTICLE 47. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among qualified Employees in their department. An up-to-date list showing overtime hours will be posted in a prominent place in each department. When overtime is required, the person with the least number of overtime hours in that classification 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 did not choose to work, will be charged the average number of hours the Employees working during the call-out period (one hour minimum). Should the above method prove to be unsatisfactory, the parties agree to meet and work out a solution.

ARTICLE 48. TRAINING PROGRAM

Employees participating in job-related courses directed toward State Licensing shall be allowed time off without loss of pay for the purpose of attending such training courses. It is further agreed that the Employer will pay tuition and cost of books and mileage for such approved courses. The Employer shall schedule the attendance of these training programs so that all Employees will have an equal opportunity to attend, according to seniority. Training classes must be approved by the Employer.

ARTICLE 49. HUMANITARIAN CLAUSE

Should an Employee become physically or mentally handicapped to the extent he cannot perform his regular job, based on the recommendation of a physician, he may be placed in a position that he does have the ability to perform, if such a position exists to be filled. In no case may another Employee be removed from a job in order to make room for a handicapped person. Both Union and Management agree that reasonable effort will be made to place the handicapped person and that said person will periodically submit to physical and/or mental examination upon the request of the Employer at the expense of the Employer.

In no case must it be a requirement that Management keep a handicapped person.



ARTICLE 50. EMPLOYER RIGHTS

Section 1. Rights: (a) Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish the nature and number of facilities and departments to be operated and their location; direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(b) Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE 51. UNION RESPONSIBILITY

(1) The Union agrees that its members who are Employees of the City will perform efficient service, will use their best efforts to protect the property and interest of the Employer, and will cooperate with the Employer in performance of their duties.

(2) Will abide with Employer's reasonable rules and regulations that do not conflict with this Agreement. All rules will be posted before adoption. Any change and amendments will be posted.

ARTICLE 52. NO STRIKES

Section 1. The City will not lock out Employees during the term of this Agreement.

Section 2. Under no circumstances will the Union cause or permit a strike against the City during the term of this Agreement. In the event of a strike, the City shall not be required to negotiate on the merits of the dispute which gave rise to the strike until the strike has ceased.

In the event of a strike, the Union, by its officers, agents, and shop stewards, shall immediately declare such strike to be unauthorized, in writing, to the Employees and order said Employees, in writing, to stop the strike and resume work. Copies of such written notices shall be served upon the City simultaneously. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the Employees involved declaring the said conduct unauthorized and directing the Employees to return to work. In the event that the Union in any

such situations performs the obligations of this paragraph in good faith, and has not authorized such conduct, it shall not be liable in any suit, in any court, for money damages caused by said violation. The City shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE 53. WAIVER

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

ARTICLE 54. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1994.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) 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.

(e) 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 Michigan Council #25, AFL-CIO, Lansing, Michigan, and if to the Employer, addressed to City Hall, Owosso, Michigan, or to any such address as the Union or the Employer may make available to each other.

APPENDIX "A"

Retirement

The Employer has, by City Charter, adopted the City of Owosso Employees Retirement System. (Chapter 16, City of Owosso Charter, effective July 1, 1945, as amended.)

If an Employee retires at age sixty-two (62) and has accumulated ninety (90) unused sick leave days, the Employer will pay the full premium for Blue Cross-Blue Shield for the Employee and his spouse until the Employee reaches the age of sixty-five (65).

If the Employee chooses the Blue Cross-Blue Shield plan upon retirement, he shall forfeit the forty-five (45) sick leave days cash-out to the Employer.

Effective July 1, 1988, Bargaining Unit Members benefit formula to be Final Average Compensation (FAC) times the sum of 2.25% for the first twenty-five (25) years of credited service plus 1.0% for years of service in excess of twenty-five (25) years. Retirement eligibility is age sixty (60) with ten (10) or more years of service.

APPENDIX "B"

Longevity

Years of Service Completed

0 through 4 years	0
5 through 10 years	\$400.00
11 through 15 years	500.00
16 through 20 years	600.00
Over 20 years	700.00

Longevity will be paid yearly on or about the anniversary date of employment.

Longevity commences on the completion of the fourth (4th) year.

The first longevity payment will be made on completion of the fifth (5th) year of employment.

In the case of death or retirement, the longevity payment will be pro-rated to the date of death or retirement of the Employee.

APPENDIX "C"

Job Descriptions

The Job Description Study is on file in the office of the Director of Labor Relations.

APPENDIX "D"

Temporary Employment Status

(a) With respect to the hiring of temporary Employees commonly referred to as students, we agree that the period of their employment will be confined to those months during the year which schools, colleges, and universities are not in session.

(b) It is understood that the provisions of this Agreement do not apply to these temporary or seasonal Employees.

(c) The Employer agrees that co-op students shall not be used to displace regular full-time Employees and will not be used to circumvent the payment of overtime.

APPENDIX "E"

Personal Leave

(a) The Employer will grant three (3) days per year Personal Leave, not deductible from Sick Leave. Such leave shall be non-accumulative and must be approved in advance by the Employer.

(b) Any Employee wishing a Personal Leave Day shall submit a written request to his/her supervisor at least forty-eight (48) hours in advance, except in the case of an emergency.

If the Employee is unable to submit a written request at least forty-eight (48) hours in advance, because of an emergency, the Employee shall fill out a written request immediately upon return to work from such leave.

(c) An Employee working in a seven (7) day operation who is scheduled to work on a holiday may request permission to take a Personal Leave Day on the holiday. Such request is subject to Employer approval after consideration of the Employee's reason for the request and Plant scheduling requirements only. Such time shall not be charged against the Employee's Personal Leave and Employee will receive eight (8) hours Holiday pay at straight time pay. Any denial of said request shall not be subject to the Grievance Procedure by the Employee and/or the Union.



APPENDIX "F"

The City will provide office space for Union at the City garage.

APPENDIX "G"

The Union will be notified of changes in supervisory personnel.

APPENDIX "H"

(a) During the life of this Agreement, the payroll shall be kept on a bi-weekly basis. Paychecks will be issued every other Friday by 3:30 p.m., except whenever possible and when paychecks are available, the Employer will make every attempt to issue paychecks on every other Thursday by 3:30 p.m. It is mutually agreed and understood between the parties that when and if paychecks are not issued on Thursdays, this shall not be grounds for a grievance or any other charges which might be brought by the Union or Employees.

If the Employer should find that this practice is not satisfactory or if an increase in absenteeism is noted, then payday will be back to Fridays in accordance with the current Labor Agreement at the sole discretion of the Employer.

(b) Uniform allowance: The City agrees to pay each Employee Three Hundred Dollars (\$300.00) to be paid in a separate check on the closest pay period to September 1, during the life of this Agreement.

Employees shall report to work dressed appropriately for the existing weather conditions (i.e. rainy day - raincoat, boots, etc.).

APPENDIX "I"

Classifications and Rates

<u>Classifications</u>	<u>Start</u>	<u>Probation</u>	<u>After 1 Year Service 7/1/92</u>	<u>7/1/93</u>
Plant Master Mechanic	11.09	11.31	12.11	12.47
Master Equipment Mechanic	11.09	11.31	12.11	12.47
Electrician	11.09	11.31	12.11	12.47
Plant Lead Operator	10.21	10.42	11.62	11.97
Lead Operator	10.21	10.42	11.32	11.66
Skilled Operator	9.81	10.02	10.82	11.14
Attendant	9.71	9.92	11.12	11.45
Custodian/Laborer	9.28	9.46	10.26	10.57
Arborist	10.21	10.42	11.32	11.66

Bargaining Unit Employees may receive annual bonus payments by obtaining and maintaining the State Licenses or Certifications listed below. Maintaining the below listed State Licenses or Certifications shall be the Employee's sole responsibility.

<u>State License/Certification</u>			<u>Annual Bonus Amount</u>
<u>Filtration</u>	<u>Sewage</u>	<u>Water Dist./Street</u>	
F-1	A	S-1	\$1,500.00
F-2	B	S-2	1,125.00
F-3	C	S-3	750.00
F-4	D	S-4	375.00
Master Equipment Mechanic (requires minimum of State issued Motor Vehicle Maintenance Certificate)			500.00
Electrician (requires minimum Master's license)			500.00

(a) The annual bonus payment shall be paid on or about the last pay period in September. Effective July 1, 1993, the Master Equipment Mechanic and the Electrician will receive an additional bonus of \$500.00 on January 1.

The Employee shall be responsible for submitting to the Personnel Department proof of State License/Certification prior to the last pay period in September to be eligible for payment of the bonus.

(b) During the life of this Agreement, any new Employees hired holding or obtaining any of the above mentioned State Licenses/Certifications shall not receive the annual bonus payment until after successful completion of their probationary period.

APPENDIX "J"

Employee's Birthday

Employees will be granted their birthday off from work at eight (8) hours straight time pay. If an Employee is scheduled to work on his birthday and the Employer cannot grant that day off due to scheduling, then the Employer will grant a day off closest to the Employee's regular days off within the pay period. At no time shall the scheduling of an Employee's birthday off subject the Employer to overtime or premium rates. Any disputes that may arise as a result of granting Employee's birthdays off will be subject to Special Conference.

APPENDIX "K"

Residency

All Bargaining Unit Employees hired after July 1, 1986 shall be required as a condition of continued employment to reside within Shiawassee County, Michigan. All Bargaining Unit Employees hired before July 1, 1986, if residing outside of Shiawassee County, Michigan may continue to do so. Effective July 1, 1986, no Bargaining Unit Employee residing within Shiawassee County, Michigan shall be allowed to continue employment with the City of Owosso if he takes up residence outside Shiawassee County, Michigan.

APPENDIX "L"

Commercial Driver's License

(a) Effective the date of this Agreement and during the life of this Agreement, all Bargaining Unit Employees working in a classification that requires them to possess a valid State of Michigan Commercial Driver's License Class II shall be required to possess and maintain said licenses. Any Employee who fails to possess or maintain the valid Commercial Driver's License shall be considered in violation of this Appendix and subject to disciplinary action up to and including discharge.

(b) Any Employee working in a classification that requires a valid Commercial Driver's License who loses said license through court action shall be reassigned to non-driving duties and paid at the next lowest pay grade during the period of license suspension.

(c) Every three (3) years, on or about the Employee's date of birth, the City will pay the Employee One Hundred Dollars (\$100.00) upon proof of renewal of the Employee's Commercial Driver's License, Class II Endorsement. The Employee will be responsible for all costs associated with obtaining and maintaining this license endorsement. This provision applies to any Bargaining Unit Member and shall begin upon the Employee's next routine license re-issuance date during the life of this Agreement.

APPENDIX "M"

Laborer/Custodian Performing On Call Stand-by Duty

It is understood that Laborers/Custodians will be entered on the On Call Stand-by Duty Roster with the following provisions:

- 1) When Laborer/Custodian is on call and a job requires an Operator; the lowest Operator on the OT list will be called in to perform such duties; but the Laborer/Custodian will assist said Operator.
- 2) In no way does the Stand-by Duty qualify a Laborer/Custodian for an Operator's responsibility and/or qualifications.
- 3) At no time (within reasonable limits, or unusual circumstances), will a Laborer/Custodian accumulate more overtime hours than any Operator.
- 4) A Laborer/Custodian must have one year of service in before being entered on the On Call Stand-by Duty Roster.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on October 26, 1993.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO, LOCAL 1059:

Glenn Marshall  
International or Council #25  
Representative

Erinthy E. Hill  
Local Union Chairman

John Blawie  
Local Union Committee

Robert Craig  
Local Union Committee

Chad Knorr  
Local Union Committee

Paul Sellers  
Local Union Committee

CITY OF OWOSSO:

Michael J. Dase  
Mayor

Gail L. Wickenhiser  
City Clerk

Stacy G. Smith  
Chief Spokesman for the City

Approved as to substance:

[Signature]  
City Manager

10/29/93  
Date

Approved as to form:

[Signature]  
City Attorney

11-1-93  
Date

Approved by City Council:

10-4-93  
Date