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A G R E E M E N T

between

THE CITY OF MARINE CITY

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO

Marine City

JULY 1, 1993 - JUNE 30, 1995

TABLE OF CONTENTS

ARTICLE I . . . . .	1
AGREEMENT . . . . .	1
ARTICLE II . . . . .	1
UNION RECOGNITION . . . . .	1
ARTICLE III . . . . .	3
NON-DISCRIMINATION . . . . .	3
ARTICLE IV . . . . .	3
MANAGEMENT RIGHTS . . . . .	3
ARTICLE V . . . . .	3
JURISDICTION . . . . .	3
ARTICLE VI . . . . .	4
CONTRACTUAL WORK . . . . .	4
ARTICLE VII . . . . .	4
NEW JOBS . . . . .	4
ARTICLE VIII . . . . .	5
VISITATION . . . . .	5
ARTICLE IX . . . . .	5
STEWARDS . . . . .	5
ARTICLE X . . . . .	6
SENIORITY . . . . .	6
ARTICLE XI . . . . .	8
DISCIPLINE DISCHARGE . . . . .	8
ARTICLE XII . . . . .	8
GRIEVANCE PROCEDURE . . . . .	8
ARTICLE XIII . . . . .	11
PROMOTIONAL PROCEDURE . . . . .	11
ARTICLE XIV . . . . .	12
UNPAID LEAVE OF ABSENCE . . . . .	12
ARTICLE XV . . . . .	13
HOURS AND WORK WEEK . . . . .	13
ARTICLE XVI . . . . .	16
CLASSIFICATION AND COMPENSATION . . . . .	16
ARTICLE XVII . . . . .	16
HOLIDAYS . . . . .	16

ARTICLE XVIII . . . . .	17
VACATIONS . . . . .	17
ARTICLE XIX . . . . .	18
SICK LEAVE AND FUNERAL LEAVE . . . . .	18
ARTICLE XX . . . . .	20
HOSPITALIZATION - WORKER'S COMPENSATION - DISABILITY . . . . .	20
ARTICLE XXI . . . . .	21
JURY DUTY . . . . .	21
ARTICLE XXII . . . . .	22
PRO-RATE BENEFITS . . . . .	22
ARTICLE XXIII . . . . .	22
STRIKE PROHIBITION . . . . .	22
ARTICLE XXIV . . . . .	23
GENERAL . . . . .	23
ARTICLE XXV . . . . .	25
SCOPE, WAIVER AND ALTERATION OF AGREEMENT . . . . .	25
ARTICLE XXVI . . . . .	26
TERMINATION AND MODIFICATION . . . . .	26
SCHEDULE "A" . . . . .	28
LETTER OF UNDERSTANDING . . . . .	29
LETTER OF UNDERSTANDING . . . . .	31

## ARTICLE I

### AGREEMENT

This Agreement is entered into this 1st day of July, 1993 by and between the City of Marine City, a Municipal Corporation, hereinafter referred to as the "Employer" and the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, hereinafter referred to as the "Union". Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

## ARTICLE II

### UNION RECOGNITION

#### SECTION 1. Union Recognition

The City hereby recognizes the Union as the sole, exclusive bargaining representative for all employees as certified by the M.E.R.C. in Case No. R75-D 188, i.e. Waste Water Treatment Plant Employees, Water Filtration Plant Employees and Fire Department Engineers, but excluding supervisors and all others, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### SECTION 2. Union Security

All employees employed in the bargaining unit or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

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If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security Number of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

**SECTION 3. Check-Off**

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security Numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forward to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such dues, as and when deducted, shall be kept separate from the Employer's general funds and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local #547, I.U.O.E. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

### ARTICLE III

#### NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practice, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

### ARTICLE IV

#### MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer or to suspend, discharge or demote employees for just causes subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

### ARTICLE V

#### JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in case of emergency. Supervisory employees may continue their existing practice of performing bargaining unit work and no provision herein shall be construed so as to prohibit or in any manner limit this practice, except that the number of such supervisors shall be limited to two (2). This shall include the current practice of supervisory employees working a regular scheduled shift. No supervisor shall cover a shift in lieu of an available bargaining unit member.

Non-supervisory employees may continue to perform bargaining unit work per past practice.

## ARTICLE VI

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement. This clause does not apply to or limit the City's right to purchase or share services from or with other communities or governmental agencies.

## ARTICLE VII

### NEW JOBS

(a) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to binding arbitration. The arbitrator shall render his decision based solely upon the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified time period, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of this Agreement.

## ARTICLE VIII

### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted to the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

## ARTICLE IX

### STEWARDS

(a) There may be one (1) Steward and one (1) Assistant chosen from among employees in a manner to be determined by the Union.

(b) The Steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangements shall not be unreasonably withheld. This privilege shall not be abused. It is agreed that the Employer shall not be required to pay overtime to replace the Steward when investigating or adjusting grievances.

(c) Any new employee shall be introduced to the Chief Steward before starting to work to be added to the Steward's records or the Steward shall be supplied the following information within the employees first (1st) week of employment: name, address, Social Security Number, classification, job location and shift assignment.

The Steward and Assistant Steward during working hours, without loss of time or pay may attend negotiation meetings. The Steward and Assistant Steward are to be from different plants and no overtime pay is to be involved in attending these meetings.

(d) Notwithstanding his position on the seniority list, Stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a lay-off on the first (1st) open job.

(e) The Union shall designate to the Employer in writing the Chief and Assistant Stewards and the Employer shall not be required to recognize or deal with any employee other than the one so designated.



## ARTICLE X

### SENIORITY

(a) A newly hired employee or an employee upon entry into the bargaining unit, shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee may be dismissed by the Employer during this period without appeal by the Union or employee except for violation of Article III. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employees seniority shall begin to accrue. Probationary employees have no seniority.

(c) Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (a) above.

(d) Employees shall be laid off, recalled or demoted according to their seniority in their classification. Employees scheduled for lay-off shall be given seven (7) days written notice. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a lower classification, with the exception of the classification of Fire Marshall, provided the senior employee is qualified to hold the position held by the least seniority employee and has previously held the classification or holds a license for said classification. The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of lay-off. Notice of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address (and telephone number, if available). A recalled employee shall give notice of his intent to return to work within three (3) consecutive calendar days and shall return within seven (7) calendar days or his employment shall be terminated without recourse to this Agreement.

(e) An employee will lose his seniority for the following reasons:

1. He transfers from or quits a classification covered by this Agreement.
2. He is discharged for cause and not reinstated through the Grievance Procedure.
3. Upon normal retirement.
4. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the City with a current address; or
5. The employee is absent from work for three (3) consecutive working days without notifying the Employer or without an acceptable reason for not notifying the Employer.
6. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer; or
7. The employee gives a false reason in requesting a leave of absence or engages in other non-approved employment during such leaves of absence.
8. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period equal to the length of his seniority or two (2) years, whichever is the least.

(f) The bargaining unit seniority which was accumulative as of the date the employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position during the first (1st) six (6) months or is at any time laid off from said supervisory position.

(g) Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employees job location, classification and classification seniority date.

## ARTICLE XI

### DISCIPLINE DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes which shall be given to the employee in writing with the employee having the right to defend themselves against any and all charges.

(a) When the Employer feels disciplinary action is warranted, such action must be initiated within a reasonable time of the date of the occurrence giving rise to the action.

The Employer subscribes to the principle of progressive discipline, depending on the severity of the offense.

(b) **Notice of Discharge, Suspension or Discipline:** The Employer agrees that upon the discharge, suspension or discipline of any employee to notify, in writing, the designated Chief Steward and the Union office of the discharge, suspension or discipline within one (1) business day of said action.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### SECTION 1.

(a) A Union grievance is a difference between the Employer and the Union which involves an employee or group of employees and concerns the interpretation or application of an express provision of this Agreement.

(b) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of express provisions of this Agreement.

(c) The time elements in the Steps can be shortened or extended by mutual written agreement. Any grievance not carried to the next Step within the prescribed time limits or any extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

(e) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement.

**Step One:**

(a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his Steward be present, he shall make his request through the supervisor and the supervisor shall send for the Steward.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within three (3) working days.

**Step Two:**

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the City Manager within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The City Manager shall meet with a Business Representative of the Union, the Steward and grievant at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

(c) The City Manager shall then give his decision in writing to the Business Representative of the Union within fifteen (15) calendar days of the meeting.

**Step Three:**

(a) If the appealing party is not satisfied with the disposition of the grievance by the City Manager, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the City Manager, the grievance must be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

(c) The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

(i) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he received as a replacement for lost wages during the period in question.

## ARTICLE XIII

### PROMOTIONAL PROCEDURE

(a) Promotion - New Job: Notice of all vacancies and newly created positions shall be posted on employees bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred within the following pay period to fill the vacancy or new position provided he is capable of performing the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the place of work; the starting date; the rate of pay; the hours to be worked and the classification.

(b) An employee on an approved absence shall have the right to submit a written promotion request prior to the deadline for bids to be received. Said request shall be sent by certified mail or a receipt received if delivered to the personnel office. Said request shall be honored in accordance with the promotion procedure if a vacancy shall occur during said absence.

(c) Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.

(d) A vacancy created by the temporary absence of an employee may be filled by a temporary transfer. Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

## ARTICLE XIV

### UNPAID LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability up to the employees length of seniority or two (2) years, whichever is least, provided he promptly notifies the Employer of the necessity therefore and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence shall be granted up to thirty (30) days for illness in the household of the employee which requires the employee's care and attendance.

(c) Leaves of absence may be granted at the discretion of the Employer for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) A seniority employee shall be granted a pregnancy leave of absence provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's regular job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. (Normally, an employee shall be expected to return to work three [3] months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.)

(e) The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or Local law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be submitted in writing by the Employee stating the reason for the request and the approximate length of leave requested. A copy of the approved request is to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

(i) An Employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority, but not service credit during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

## ARTICLE XV

### HOURS AND WORK WEEK

#### SECTION 1.

(a) The work week shall consist of forty (40) hours during a period beginning at 12:01 a.m. Thursday, except for the Water Plant which begins at 11:01 p.m. Wednesday, and ending one hundred sixty-eight (168) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours.

#### SECTION 2.

Overtime and Premium Pay Rates will be paid as follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, except for the current scheduled double back; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

(b) No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four hour (24) hour period or for any hours worked in excess of forty (40) hours in one (1) work week.



(c) All time paid under this Contract for sick leave, holidays, vacation, jury duty, funeral leave and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

Overtime premium shall not be pyramided, compounded or paid twice (2X) for the same time worked except for work performed on a holiday.

**SECTION 3. Rest Period**

**Lunch Break:** Each employee shall be allowed one-half (1/2) hour paid lunch period.

**Coffee Break:** It is understood that coffee breaks will be anytime during the course of a normal work day as long as it does not interfere with the normal operation of the plants or any emergency type situation. The intent is that coffee breaks are not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. (Does not eliminate the cup of coffee taken on the job.)

**SECTION 4. Call In Pay**

Whenever an employee is called in back to work after the completion of, or prior to, his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate or the appropriate overtime rate of a minimum of three (3) hours pay at his straight time hourly rate, whichever is the greater. This clause does not apply to overtime work continuous with an employee's regular shift.

**SECTION 5. Reporting Pay**

Full-time employees reporting for a scheduled shift, unless previously notified, shall receive a minimum of two (2) hours pay, except in an emergency beyond the control of management. The Employer may assign the employee to any work within their classification during such two (2) hour period.

(a) This clause shall not apply where an employee reports back to work after he has been absent without notifying the City of his date to return to work.

**SECTION 6.           Distribution of Overtime**

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work. If requested to work overtime, an employee will normally do so unless excused. The Employer will endeavor to give employees advance notice of overtime assignments.

(a) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work.

(b) Employees are expected to respond to a call back to work under conditions of management-declared emergency made known to the employee, provided the employee is given reasonable notice.

**SECTION 7.           Shift Differential**

Employees who are regularly scheduled for fifty percent (50%) or more of their hours, work between the hours of 2:00 p.m. and 10:00 p.m., will receive a shift differential of twenty-five cents (\$.25) for all hours worked that day. Employees who are regularly scheduled for fifty percent (50%) or more of their hours of work between 10:00 p.m. and 8:00 a.m. shall receive a shift differential of thirty cents (\$.30) for all hours worked that day.

**SECTION 8.           Paycheck Distribution**

Unless an employee has made other arrangements, pay checks will be distributed prior to 4:00 p.m. every other Friday.

**SECTION 9.           Work Schedules**

(a) The regular schedule, unless otherwise agreed to, shall consist of five (5) regularly scheduled eight (8) hour work periods on as many work days. The two (2) remaining days in the work week shall be known as "off days" and shall be scheduled consecutively unless otherwise agreed to. The first (1st) scheduled "off day" within the work week shall be designated as the "sixth (6th) day" and the second (2nd) scheduled "off day" within the work week shall be designated as the "seventh (7th) day".

(b) Time and one-half (1-1/2) shall be paid for all hours worked on the sixth (6th) day of the work week. Double time (2X) the employee's regular hourly rate shall be paid for all hours worked on the seventh (7th) day of the work week, except that the employee must work or have approved time for the standard forty (40) hour work week.

(c) The Employer will give an employee at least seven (7) calendar days notice of his assigned schedule of work.

## ARTICLE XVI

### CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Schedule A.

## ARTICLE XVII

### HOLIDAYS

(a) Employees will be granted the following holidays with pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July Fourth	Christmas Day

In addition to the above six (6) holidays, each employee shall receive seven (7) floating holidays per calendar year to be pro-rated upon hiring and termination.

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2) for all hours worked in addition to the regular holiday pay. Employees not scheduled to work a holiday, but are called in to work such holiday for an employee who was scheduled, shall receive double time (2X) plus holiday pay.

(c) If an employee is on vacation on any of the above named holidays, he shall receive pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.

(d) Employees shall be eligible for holiday pay provided they shall have received at least eight (8) hours of pay in the calendar week prior to, during, or after the holiday.

(e) Employees off sick on the last scheduled work day before or the first (1st) scheduled work day after the holiday may be required to submit medical proof of illness to receive holiday pay except when the employee works on the holiday.

(f) Employees scheduled to work and off sick on the holiday may be required to submit medical proof of illness to receive holiday pay.

## ARTICLE XVIII

### VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks with pay; after four (4) years of service, three (3) weeks vacation with pay; after eleven (11) years of service, four (4) weeks vacation with pay.

(b) After the first (1st) year, for purposes of vacation, service is measured on a regular calendar year. As of January 1st of each year, an employee will be credited with the amount of service he will actually have at his anniversary date during that year.

(c) To earn a full paid vacation, an employee must have actually worked or been compensated for a minimum of eighty percent (80%) of his regularly scheduled hours during the employment year for which vacation pay is due. An employee credited with less than eighty percent (80%) of his regularly scheduled hours during such year shall receive a paid vacation on a pro-rated basis by dividing the number of hours credited during the year by eighty percent (80%) of his regularly scheduled hours and applying the resultant percentage to the vacation benefit to which he would otherwise be entitled under Section (a) above; providing that, if this results in a fraction of a day of vacation of four (4) hours or more, it shall be increased to the next full day, or otherwise the fraction shall be dropped.

(d) Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon the same procedure as provided in Section (b) of this Article.

(e) Vacation and floating holiday time off for January through June 30th shall be submitted for approval and scheduled by December 10th of the prior year. Vacation and floating holiday time off requests for July through December of the year shall be submitted for approval by June 10th of that year. In the event any two (2) or more vacation and floating holiday time off requests fall during the same time period, and such time off would adversely effect the operation, the supervisor will schedule the most senior employee's request first (1st) and allow the other members of the bargaining unit to reschedule according to seniority. Employees with remaining unscheduled vacation or floating holiday time can request time off with a minimum of two (2) working days notice and such time off will be approved and scheduled by the supervisor whenever possible except when it would interfere with the operation of the facilities. Time off requests that have been received, approved and scheduled in accords to the terms listed above and cancelled by the Employer will be dealt with as follows: The employee will have the option of carrying this time off over into the new year to be used by June 30th or, the employee can choose to receive pay for this cancelled time at the normal hourly rate on the last pay period of the year.

## ARTICLE XIX

### SICK LEAVE AND FUNERAL LEAVE

#### SECTION 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month with a maximum accumulation of one hundred fifty (150) days.

- (1) Any employee who has accumulated two hundred (200) hours, but less than four hundred sixteen (416) hours of sick leave in his individual bank and who has not used more than one-half (1/2) of his yearly accumulated sick time shall have the option to be paid at year end, forty (40) hours of sick time benefits at the rate to which he shall be entitled under this Agreement or to maintain the forty (40) hours of sick time benefits in his individual sick leave bank. In the event the employee elects to be paid, said paid hour shall be deducted from his accumulated sick leave bank at the time of payment.

(2) An employee who has accumulated four hundred sixteen (416) hours or more of sick leave in his individual bank and who has not used more than one-half (1/2) of his yearly accumulated sick time shall be paid at year end forty (40) hours of sick time benefits at the rate to which he shall be entitled under this Agreement. Said paid hour shall be deducted from his accumulated sick leave bank at the time of payment.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment.

(c) Sick leave provisions shall remain unchanged except that one hundred percent (100%) of accumulated sick leave may be applied toward early retirement. Early retirement shall mean twenty (20) years of service.

(d) Upon retirement from the Employer, the employee or in the event of death, the employee's spouse or estate, shall be paid for all of his unused sick leave days at his current rate of pay.

Upon termination of employment, an employee shall be paid for his unused accumulated sick leave days at his current rate of pay in accordance with the following:

1-5 Years of Service	Twenty-five percent (25%)
5-10 Years of Service	Fifty percent (50%)
10 Years and Over	One hundred percent (100%)

(e) Records of sick leave accumulated and taken shall be furnished to the employee on or about July 1st of each year.

(f) Any employee absent three (3) consecutive work days due to claimed illness shall, upon the Employer's request, furnish a medical doctor's statement of incapacity to work.

(g) The Employer reserves the right to have any employee absent, due to claimed illness, examined by a doctor of the Employer's choice, at the Employer's expense, but the employee shall have the choice of the following types of doctors: medical, osteopathic or chiropractic.

(h) Employees absent for work due to claimed illness or otherwise, shall inform the Employer of such absence by telephone prior to their starting time except in emergencies.

**SECTION 2.      Funeral Leave**

An employee shall be allowed three (3) working days, with pay, between the date of death and date of funeral, 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, mother-in-law, father, father-in-law, brother, sister, wife or husband, son or daughter, grandparents and grandchildren, a member of the employee's household, or the employee's spouse. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. Two (2) additional paid funeral leave days shall be granted for employees who attend the funeral of a member of the immediate family, when such funeral takes place more than three hundred (300) miles from Marine City, Michigan. These two (2) additional funeral leave days shall be deducted from sick leave accumulation.

**ARTICLE XX**

**HOSPITALIZATION - WORKER'S COMPENSATION - DISABILITY**

**SECTION 1.**

(a) The Employer shall pay the total cost of Blue Cross-Blue Shield Hospitalization Insurance, MVF-1 with Master Medical, \$2.00 Prescription Drug Rider, Vision Care Rider VCA 80 and Dental Plan which shall pay eighty percent (80%) of Class I, II, III, with an annual maximum of one thousand dollars (\$1,000.00) per member and fifty percent (50%) of Class IV dental services with a lifetime maximum of one thousand dollars (\$1,000.00) per member as described in the policy for the employee and his dependents.

(b) Employees electing coverage shall be covered beginning with the first (1st) day of the premium period next following the employees date of hire.

(c) Whenever an employee is on an approved leave of absence because of illness and has exhausted his accumulated sick leave, the Employer shall continue to pay the full cost of Medical/Hospital Insurance as provided by the Employer, for a period not to exceed six (6) months following termination of sick leave pay provided, however, the employee shall have two (2) continuous years of service.

(d) An employee on a leave of absence or laid off, may continue in the Employer's group during such time by paying the full premium for said insurance directly to the Employer.

(e) An employee upon retirement from the City may continue in the Employer's group by paying the full premium for said insurance directly to the Employer.

**SECTION 2. On-the-Job Injury**

Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours per week for one (1) year. In cases of permanent disability, Disability, Social Security and retirement shall be counted as part of the Employer's supplement. The City agrees to pay premiums on all insurance benefits up to a period of six (6) months for an employee on Worker's Compensation.

**SECTION 3. Non-Job Related Disability**

Employees who are disabled and unable to work due to illness or disability shall be paid in accordance with the following schedule:

**Payment Start Date:** Fifteenth (15th) day of disability.  
**Payment Length:** Fifty-two (52) weeks.  
**Payment Amount:** Four (4) days pay per week @ seventy percent (70%) of regular gross. Employee makes use of sick leave for additional day's pay.

**ARTICLE XXI**

**JURY DUTY**

Employees required to appear or subpoenaed witnesses, when not a principal in the case for jury qualification or jury service, shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received excluding expenses and travel allowances for such witness or jury service.

An employee subpoenaed by the City to appear as a witness in a court case during non-working hours shall be paid four (4) hours per day at his straight time hourly rate of pay less any witness fees.



## ARTICLE XXII

### PRO-RATE BENEFITS

#### SECTION 1.

It is agreed between the parties that any employee who works sixteen (16) hours per week or more measured on a monthly basis shall receive pro-rata holiday and vacation benefits based on hours worked in the month compared to one hundred seventy-three (173) hours.

#### SECTION 2.

Seasonal employees shall be those employees hired for not in excess of ninety (90) days per year, performing such tasks as grass cutting, general plant and grounds cleaning, or incidental painting, shall not be entitled to the benefits of the Contract.

#### SECTION 3.

Neither part-time or seasonal employees are to be used for the purpose of displacing full-time employees from regular jobs.

## ARTICLE XXIII

### STRIKE PROHIBITION

(a) The Employer agrees that there shall be no lockout during the term of this Agreement. There shall be no strikes, slowdowns or other cessation of work, nor shall there be any sympathy strikes, secondary boycotts or political strikes during the term of this Agreement.

(b) Insofar as may be permitted by law, the Employer hereby waives any right that it may have to sue the Local Union or the International Union with which it is affiliated for damages resulting from any strike, boycott, slowdown or cessation of work occurring during the period of this Agreement, which is participated in by any employee of the Employer:

- (1) If such strike has not been officially authorized by the Local Union or said International Union, in any such case, the Employer shall have the right to discharge employees involved, but the Union shall have the right, in its discretion, to subject such action as the employee may take to the Grievance Procedure only as to whether the employee participated in the prohibited action.

(c) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind a primary picket line, including the primary picket line of the Union party to this Agreement, except that the Employer shall not be required to pay the wages of employees who shall refuse to report to and be willing to work on the Employer's property.

## ARTICLE XXIV

### GENERAL

#### SECTION 1. Bulletin Boards

The Employer will furnish for this Local Union one (1) bulletin board at the Water Treatment Plant and at the Sewage Treatment Plant. The Boards shall be used only for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

#### SECTION 2. Life Insurance

All employees shall be covered with a life insurance policy with double indemnity for accidental death or dismemberment pursuant to the terms of the policy in the amount of thirty-five thousand dollars (\$35,000.00).

The cost of the policy shall be paid by the City. Employees must be employed a minimum of ninety (90) days before he is eligible for coverage.

**SECTION 3. Uniforms**

The City will pay two hundred dollars (\$200.00) each August 1st per Wastewater Treatment Plant employee to furnish their own uniforms and one hundred dollars (\$100.00) per year for Water Treatment Plant employees and the Fire Marshall/Mechanic/Driver. Employees eligible for the one hundred dollar (\$100.00) per year allowance, shall also be provided with either coveralls or a shopcoat on an as needed basis as determined by their immediate supervisor.

All employees shall be provided safety shoes to be kept in the plant. Safety shoes will be replaced as needed, but not more often than annually. Rain gear will be provided for employee repairing meters.

**SECTION 4. Tuition Refund**

The City to prepay tuition for any courses taken related to the job and the employee to reimburse City for any course not completed satisfactorily.

**SECTION 5. Longevity**

The Employer shall provide longevity benefits to all eligible employees. Such longevity payments shall be made in one (1) lump sum on a separate check within the first (1st) two (2) weeks of December of each year. Amounts of payments shall be based on years of service as follows:

<u>Years of Service</u>	<u>Amount</u>
2 - 5 Years	\$175.00
6 - 9 Years	350.00
10 - 13 Years	500.00
14 or More Years	650.00

As of January 1st of each year, an employee will be credited with the amount of service he/she will actually have at his/her anniversary date during that year.

**SECTION 6. Safety**

An alleged safety hazard shall be presented to the supervisor and the supervisor shall answer within twenty-four (24) hours. If not resolved, the complaint shall be presented to the City Manager who shall have his/her answer within seventy-two (72) hours.

**SECTION 7. Training Classes**

The Employer agrees to cooperate to the extent possible in allowing employees to exchange shifts on a voluntary basis for the purposes of attending classes to upgrade and also obtain the necessary credits to keep their present licenses current, provided that there is no additional cost to the Employer.

**SECTION 8. Mileage**

Employees using their personal vehicles for work-related business will be paid mileage in accordance with the City personnel policy.

**SECTION 9. Pension**

(a) Employees are required to belong to the City's Defined Benefit Pension Plan and pay five percent (5%) of their gross salary, which is to be deducted from their salary, with the City paying the remainder.

(b) The Retirement System Ordinance effective July 1, 1980, concerning the City of Marine City, City Retirement System and its amendments, are incorporated herein by reference and made a part thereof, to the same extent as if it were specifically set forth herein, except for changes in specific portions, or portions of provisions which are set forth in this Article.

(c) Effective July 1, 1985, employees who have attained the age of fifty-five (55) with twenty-five (25) years of service are eligible for voluntary retirement.

**ARTICLE XXV**

**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**SECTION 1.**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

**SECTION 2.**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term and conditions herein.

### SECTION 3.

If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

## ARTICLE XXVI

### TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until **June 30, 1995**.

(b) If either party desires to terminate this Agreement it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

(c) If either party desires to modify or change this Agreement it shall ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union: The International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer addressed to the City of Marine City, 300 Broadway, Marine City, Michigan 48039, or to any other such address the Union or the Employer may make available to each other.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.


CITY OF MARINE CITY

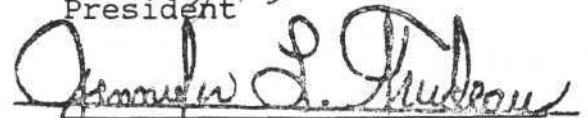
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording/Corresponding  
Secretary

**SCHEDULE "A"**

The following rates of pay shall apply during the term of this Agreement:

<u>EFFECTIVE DATE:</u>	<u>7-1-93</u>	<u>1-1-94</u>	<u>7-1-94</u>	<u>1-1-95</u>
Water Works Operator	\$15.07	\$15.37	\$15.83	\$16.15
Sewage Treatment Operator	15.07	15.37	15.83	16.15
Chief Operator	15.88	16.20	16.69	17.02
* Fire Marshall/Mechanic/Driver (Annual Salary)	\$29,300	\$30,500	\$31,000	\$32,000
Seasonal Employees	\$ 9.75	\$ 9.95	\$10.25	\$10.46

New hires shall start at thirty cents (\$.30) less than base rate and receive a ten cents (\$.10) increase each thirty (30) days until they reach the base rate.

<u>Waste Water Lic.</u>	<u>Water Treatment Lic.</u>	<u>Non-Accum.Increment</u>
D	D1 and/or F4	\$ .15
C	F3	.25
B	F2	.50
A	F1	.75

**\*Note:** An employee classified as Fire Marshall/Mechanic/Driver shall have his annual salary increased by five hundred twenty dollars (\$520.00) upon being certified as a State Fire Marshall.

**NOTE:** Any employee so classified as Chief Operator prior to July 1, 1990 shall receive the classification rate of pay as listed above. Any employee designated as Chief Operator after July 1, 1990, shall receive an additional fifty cents (\$.50) per hour added to his existing base rate of pay.

**LETTER OF UNDERSTANDING**

**between**

**CITY OF MARINE CITY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 547 - A, B, C, E, H - AFL-CIO**

It is recognized by the parties hereto that the position of Fire Marshall/Mechanic/Driver is unique in many ways from other classifications within the bargaining unit as to wages, hours, supervision and conditions of employment.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The employee is expected to be flexible in terms of hours and conditions of employment so as to carry out the purpose of his employment.

2. Employee will work a four (4) hour day Monday through Friday at which time he will service all vehicles and do building maintenance.

3. Employee must be available twenty-four (24) hours a day, Monday through Sunday, for fire and emergency calls.

4. The Employee is directly responsible to the City Manager abiding to policies as set by the City Commission.

It is agreed that provisions contained in the following Articles and Sections shall not apply to the classification of Fire Marshall/Mechanic/Driver:

**ARTICLE XV HOURS AND WORK WEEK**

- a) Section 1 through 7 and Section 9 shall not apply to this classification
- b) Section 8 shall be applicable to this classification.

**ARTICLE XVII HOLIDAYS**

- a) Section (a) shall apply as to the holidays granted to employee in said classification, however, it is understood that employee is to be on call.
- b) Section (b) shall not apply to this classification.



c) Sections (c), (d), (e) and (f) shall apply to this classification.


**ARTICLE XXII PRO-RATA BENEFITS**

a) Sections 1 through 3 shall not apply to this classification.

All other terms and conditions of the Collective Bargaining Agreement shall apply to this classification.

**CITY OF MARINE CITY**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
City Clerk