

6/30/2004

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**AGREEMENT**

**BETWEEN**

**CITY OF LESLIE**

**-&-**

**CITY OF LESLIE D.P.W.  
EMPLOYEES CHAPTER OF LOCAL #1390,  
AFFILIATED WITH MICHIGAN AFSCME, COUNCIL #25, AFL-CIO**

Effective: JULY 1, 2000

Terminates: JUNE 30, 2004

*Leslie, City of*

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## AGREEMENT

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2000, between the **CITY OF LESLIE** (hereinafter referred to as the "EMPLOYER"), and the **CITY OF LESLIE D.P.W. EMPLOYEES CHAPTER OF LOCAL #1390**, affiliated with MICHIGAN AFSCME, COUNCIL #25, AFL-CIO (hereinafter referred to as the "UNION").

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the citizens of Leslie, Michigan.

Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time maintenance workers, technicians, and office workers, excluding all department heads, supervisors, elected officials, temporary/casual employees and all other employees.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

The Employer, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Leslie Code and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which are ordinarily vested in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installation; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and layoff employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit supervisory employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to

operations; (i) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting times; (k) to establish work schedules; (l) to discipline and discharge employees for just cause; (m) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work. The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leave of absence or days off in the event of a declared emergency in the City.

The Union recognizes that the Employer retains those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specified provision of this Agreement.

### **ARTICLE 3 - NO STRIKE CLAUSE**

The Union agrees that there shall be no interruption of the services performed by employees covered by this Agreement nor, shall they absent themselves from their work. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere with the services of the Employer. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this Section shall be subject to disciplinary action as may be determined by the Employer.

## ARTICLE 4 - UNION RIGHTS

Section 1. Stewards: The employees covered by this Agreement will be represented by one steward. The Union shall have the exclusive right to assign said steward. The name of the Union steward and any alternate will be given to the Employer and the Employer will be notified promptly of any changes in representatives. The Employer will not recognize any steward or alternate whose name has not been officially provided to it by the Union in writing. Any steward or alternate steward shall be a permanent employee and shall have completed his/her probationary period.

Section 2. Bulletin Board: The Employer will provide space on a bulletin board in the DPW garage which may be used by the Union for posting notices pertaining to Union business.

Section 3. Pay for Grievance Work: The Union steward shall suffer no loss of pay or benefits while processing grievances or attending grievance hearings which occur during his/her regular working hours.

Section 4. Agency Shop: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

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 representation 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.

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 representation fee for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 5. Dues Checkoff: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit the Union's agency fees subject to all of the following conditions:

- (a) The Union shall obtain from each represented employee a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.
- (b) All checkoff authorization forms shall be filed with the Employer who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.
- (c) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refunds to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- (d) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (e) The Union shall provide at least fifteen (15) days written notice to the Employer of the amount of representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least fifteen (15) days prior to its implementation.
- (f) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of representation fees or in reliance of any list, notice, certification or authorization furnished under this Article. The

Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

- (g) The Union shall notify an employee who has not paid his/her representation fee by certified mail with a copy to the Employer. If said employee does not pay the representation fee within thirty (30) days after said notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

Section 1. Definition of a Grievance: A grievance is defined as a claim founded on a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall set forth the facts pertaining to the alleged violation and be signed by the employee and Union steward.

Section 2. Rules of Grievance Processing: All grievances, except those involving discipline or discharge, shall be commenced within ten (10) calendar days after the grievance has become known or should reasonably have been known by the employee. The time limits for filing a grievance over discipline or discharge shall be five (5) calendar days.

The designated Union steward shall conduct Union business on his/her own time except as provided for in Section 3, Article 4 -Union Rights. In such event, the Union steward shall notify his/her supervisor of the nature of the Union business and the expected time he/she will be gone from regular departmental duties.

The Union shall provide grievance forms approved by the City. Written answer to grievances shall be in triplicate, one copy to the steward of the Union, one copy to the employee involved, and the original to be retained by the Employer. Any answer of the Employer shall be given to the Union steward.

Employees shall write, investigate, process and present grievances so that this activity will not conflict with the performance of their required duties.

No grievance shall be valid for more than ten (10) calendar days prior to the date the grievance was first filed in Step One of the grievance procedure.

A grievance not appealed to the next higher step within the appropriate time limit shall be deemed denied.

A grievance not answered by the Employer within the time limit provided may be advanced to the next step when the time for the Employer's answer has expired.

The time limits specified in the steps of the grievance procedure may only be extended by mutual agreement in writing.

### Section 3. Steps of the Grievance Procedure:

STEP ONE If an employee has a grievance, he shall discuss the grievance with the steward or the alternate steward of the department.

The steward and/or the employee shall discuss the grievance with the immediate supervisor. If the matter is thereby not resolved, it will be submitted in written form by the steward to the immediate supervisor in accordance with Step 2.

STEP TWO A grievance must be submitted in writing to the immediate supervisor within the time limits set forth in Section 2 of this Article.

The grievance shall be submitted on forms provided by the Union and approved by the Employer, dated and signed by the aggrieved employee(s) and the Union steward and shall, with particularity, set forth the facts, dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor shall sign and date a copy which shall be returned to the grievant and Union steward.

The immediate supervisor will provide a written answer to the grievance within ten (10) working days following his/her receipt of the grievance.

STEP THREE In the event the written answer of the immediate supervisor is unacceptable to the grievant, the grievance may be appealed in writing to this Step of the procedure. Any grievance not appealed from Step Two within four (4) working days after such answer in Step Two was given or due shall be deemed permanently denied.

The Union shall file a written notice or request that the grievance be referred to the City Manager. The City Manager will provide a written answer to the grievance within ten (10) working days following his/her receipt of the grievance.

STEP FOUR In the event the written answer of the City Manager is unacceptable to the grievant, the grievance may be appealed in writing to this Step of the procedure. Any grievance not appealed from Step Three within five (5) working days after such answer in Step Three was given or due shall be deemed permanently denied.

The Union shall file a written notice of request that the grievance be referred to a meeting of the Union representative, the Mayor, the City Manager and/or the Employer's labor counsel. The meeting of these parties will be held within fifteen (15) days from such referral at a time and place mutually agreed upon by the Union and the Employer. The Employer's management decision shall be reduced to writing and presented to the Union representative within ten (10) calendar days following said meeting.

STEP FIVE In the event that the grievance is not satisfactorily settled at Step Four and the Union wishes to carry the matter further, it may, through its representative, within fifteen (15) working days from the date of the Employer's answer in Step Four, and not thereafter, submit such grievance to arbitration by the Federal Mediation and Conciliation Service requesting that an arbitrator be selected within its assistance and under its rules. The Union shall, simultaneously with its submission of such grievance to arbitration, provide the

Employer with a copy of said submission. The Federal Mediation and Conciliation Service shall be requested to provide a list of seven (7) Michigan arbitrators. Selection of the arbitrator shall be carried out by an alternate striking method with the Union having the right of first strike.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement.

The arbitrator selected shall have no power to render a decision on the merits of any case in which he/she finds the moving party has not adhered strictly to the above time limits.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay for expenses of witnesses which are called by them.

The decision of the arbitrator shall be final and binding on the Union, the bargaining unit, all bargaining unit employees and the Employer.

In the event that an arbitrator reserves in whole or in part any disciplinary action taken by the Employer against an employee which resulted in lost pay, the arbitrator's award shall provide a set-off to the Employer for any unemployment compensation benefits received or any compensation earned by the employee during the period of the employee's absence.

## ARTICLE 6 - SENIORITY

Section 1. Seniority: Seniority shall be defined as the length of continuous service to the Employer since the last date of hiring. In the event two or more employees are hired on the same date, the employee with the greatest total from his/her social security number shall be deemed to have the greater seniority.

Section 2. Probationary Employees: All employees shall serve a probationary period of six (6) months with an option of an additional six (6) months at the discretion of the Director of Public Works, during which time they shall be termed "probationary employees". Absences of one (1) day or more will extend the probationary period accordingly, that is by the length of the absence(s).

Probationary employees' service with the Employer may be terminated at any time by the Employer at its sole discretion and neither the employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination.

During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided for otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular employee and his/her seniority shall start as provided in Section 1.

Section 3. Loss of Seniority: An employee shall lose his/her status as an employee and his/her seniority if:

- (a) He/she resigns or quits.
- (b) He/she is discharged and not reinstated.
- (c) He/she retires.

- (d) If he/she is absent from work longer than three (3) consecutive work days without properly notifying the Employer.
- (e) Failure to return to work within fourteen (14) calendar days after recall.
- (f) He/she has been on layoff for a period of time equal to his/her seniority at the time of layoff or one (1) year, whichever is lesser.
- (g) Failure to return on time from an approved leave of absence.

Section 4. Union Representation of Probationary Employees: The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except disciplined or discharged employees.

Section 5. Seniority List: The Employer will prepare a seniority list showing the name, job title and length of service of all employees in the bargaining unit entitled to seniority. The Employer will, upon written request, provide the Union with updated copies every six (6) months.

## **ARTICLE 7 - LAYOFF AND RECALL**

Section 1. Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or other legitimate reasons.

Section 2. Layoff and Recall Procedure: In the event of a reduction in force or layoff, all part-time employees in the affected classification shall be laid off first; as to full-time employees, those having the shortest service in the affected classification shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greater seniority has the ability to perform the work available. Provided, further, that any employee hired under any state or federally funded program shall be governed by the law governing such appointments. Employees affected by the layoff may use total bargaining unit

seniority to bump laterally or downward to a classification where the employee has the present skill, ability and licensure to perform the available work without further training. "Further training" does not refer to a brief familiarization period (not to exceed three (3) working days) which would enable an employee to locate supplies, tools, etc. In no event shall a laid off employee be permitted to bump a higher classified employee.

Section 3. Notice of Layoff: Employees to be laid off shall be given seven (7) calendar days written notice thereof except in case of emergency.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. It is the employee's responsibility to provide the Employer with an up-to-date address. If an employee fails to report for work within fourteen (14) calendar days after recall, he/she shall be considered a quit.

### **ARTICLE 8 - TRANSFERS**

If any employee is transferred to a position, under the Employer, not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

### **ARTICLE 9 - JOB POSTING**

In the event of a vacancy or a newly created position that the Employer is going to fill, employees of the Union shall have an opportunity to apply. A notice shall be posted on the bulletin board for seven (7) calendar days during which time the employees within the unit may sign for such position. A qualified Union member(s) who has signed for the position shall be awarded the position.

## **ARTICLE 10 - UNPAID LEAVES OF ABSENCE**

Upon written application, a leave of absence without pay or accrual of benefits may be granted by the Employer for a period not to exceed six (6) months. Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer at least thirty (30) days prior to the unpaid leave except in emergencies. The request shall state the reason for the unpaid leave of absence and the length of time for same.

Employees may be eligible for unpaid leaves of absence after their probationary period is completed. An unpaid leave of absence may be extended or renewed by the Employer at its sole discretion. Employees shall not be entitled to any fringe benefits while on an unpaid leave, however, shall retain any previously earned seniority, however, shall not accrue additional seniority during the period of absence.

## **ARTICLE 11 - MILITARY RESERVE LEAVE**

Regular full-time employees who are members, with active status, of an Armed Forces Reserve Unit, shall, at their request, be granted a leave of absence for not to exceed fifteen (15) calendar days in any calendar year to engage in an annual reserve training program. Requests for military leaves of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

## **ARTICLE 12 - RATES FOR NEW JOBS**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply and will notify the Union of same. In the event the Union does not agree that the rate of pay is proper, it may, within ten (10) days after the new job is created, and not thereafter, make a written request to negotiate the rate of pay.

## **ARTICLE 13 - WORKING HOURS AND OVERTIME COMPENSATION**

Section 1. Workweek: The normal workweek for full-time employees shall consist of forty (40) hours. This Section shall not be construed as and is not a guarantee of any number of hours of work per week.

Section 2. Lunch Break: Each full-time employee will be entitled to one (1) unpaid thirty (30) minute lunch period each day.

Section 3. Overtime: Time and one-half (1½) will be paid for all hours worked in excess of forty (40) hours per week. An employee required to work overtime shall first receive authorization from his/her immediate supervisor. Any hour of work paid for under the provisions of this Section shall not be considered for pay under any other section of this Agreement.

Section 4. Stand By: Employees who are assigned to carry a pager shall be compensated at the rate of one (1) hour of pay per day the employee carries the pager. Said pay shall be in addition to any pay the employee would otherwise earn for performing work such as weekend well checks, swimming pool maintenance, park duties and Waste Water Treatment Plant maintenance. The Employer will assign stand by weekend duties by rotation. Employees may, with the permission of their supervisor, trade rotation assignments.

## **ARTICLE 14 - PERSONAL LEAVE**

Effective July 1, 2000, personal leave shall be allowed at the rate of ten (10) hours per month, commencing from the time of completion of the employee's probationary period to a maximum of one thousand four hundred forty (1,440) hours accumulated personal leave credit. Effective July 1, 2002, personal leave shall be allowed at the rate of twelve (12) hours per month, commencing from the time of completion of the employee's probationary period to a maximum of one thousand four hundred forty (1,440) hours accumulated personal leave credit. Although no personal leave shall accrue during the employee's probationary period, upon the satisfactory completion of the probationary period, the employee will be deemed to have accumulated eight (8) hours of personal leave for each month of his/her probationary period which shall then be credited to the employee's accumulated sick leave.

An employee shall have the option at the end of his/her anniversary date of employment to be compensated at the wage rate in effect for the unused personal leave he/she has earned that year or may "bank" part or all of the unused personal leave to a maximum of one thousand four hundred forty (1,440) hours.

Any personal leave "banked" under this option may only be used by the employee for sick time and may not be used for any other purpose.

An employee shall use all personal leave earned but not used during the current year before the employee may be eligible to use "banked" sick time under this provision.

Once the one thousand four hundred forty (1,440) hours accumulation has been reached, personal leave earned thereafter shall be used by the employee or be cashed in for payment at the end of his/her anniversary date of employment.

Upon the employee's death, retirement, or termination for other than good cause, the employee (or the employee's representative, in the event of his/her death) shall be entitled to receive a lump sum payment for one-half of all personal leave accumulated to the date of death, retirement, or termination of employment other than for cause.

This provision shall be in lieu of any provisions for sick leave, it being the intention of the Employer and the Union that personal leave may be used for any reason, including sickness or injury, and that an employee need not be sick or injured to receive the benefit of personal leave. The employee, however, who wishes to use personal leave for the reasons other than sickness or injury must notify the Employer as far in advance of the time intended to be used as possible so as to avoid scheduling problems. To the extent personal leave is needed for reasons of sickness or injury, an employee who is ill or injured and who expects to be off work shall notify the Employer as promptly as practical under the circumstances, but in any event no later than within thirty (30) minutes of the beginning of a shift on the date of absence from work. Failure to so notify the Employer may result in denial of claim or paid time off credit.

Any benefits received under the provisions of accident and sickness insurance provided by the Employer under the provisions of the contract shall be deemed to be supplemental to the Employer's obligation to make payment to the employee during any such period, and the Employer's obligation to pay the employee during such period shall be reduced to the extent such benefits are available and paid.

## **ARTICLE 15 - JURY DUTY**

In the event an employee is summoned for jury duty, a special leave of absence with pay not to exceed two (2) weeks with pay shall be granted for that purpose provided the employee shows to his/her supervisor the court order, subpoena or summons upon receipt thereof. The employee shall be expected to be at work during regular working hours when not required to be in court. Any monies or fees received shall be given or assigned to the Employer.

## **ARTICLE 16 - FUNERAL LEAVE**

The Employer will grant an employee pay for time off up to, but not exceeding three (3) days from the date of death to attend the funeral of or personal family matters when death occurs in the employee's immediate family. Pay shall be received only if they fall on the employee's scheduled regular work days. The immediate family shall include: spouse, children, parents, parents-in-law, children-in-law, sisters, brothers, grandparents, and grandchildren.

For death of a brother-in-law, sister-in-law, aunts, uncles, nieces, and nephews, one (1) day shall be granted provided the employee attends the funeral of his/her deceased relative.

In order for any employee to be eligible for funeral leave pay he/she must attend the funeral. Proof of death and relationship, including attendance at the funeral, must be provided upon request from the Employer.

Funeral leave will not be charged against sick or vacation leave. If additional time is necessary for travel it may be granted without pay at the discretion of the Employer.

## **ARTICLE 17 - WAIVER CLAUSE**

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 in 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, each voluntarily and unqualifiedly waive the right to reopen negotiations, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 18 - VACATION LEAVE**

An employee shall be eligible for a vacation allowance of forty (40) hours per week for full-time employees only based on the following schedule:

<b>SENIORITY</b>	<b>VACATION ALLOWANCE</b>
1 Year through 2 Years	Eighty (80) hours
3 Years through 5 Years	Ninety Six (96) hours
6 Years through 10 Years	One Hundred Twenty (120) hours
11 Years and More	One Hundred Sixty (160) hours

For purposes of computation of vacation leave, the completion of seven (7) months in any year shall count as a full year.

Vacations shall be granted by the immediate supervisor, and such vacations shall be granted at times when it least interferes with the efficient operation of the Department.

Vacation allowance may be accumulated for a period of not more than twelve (12) months following the termination of the year in which earned, after which time it shall be forfeited without reimbursement.

If an employee who is otherwise eligible for vacation with pay quits or is discharged (other than for cause) without having received same, such employee shall receive along with his/her final paycheck from the Employer, compensation for any unused vacation accumulated since their prior anniversary date, subject to the above limitation. If discharged for cause, they shall receive no compensation for accumulated vacation leave.

### **ARTICLE 19 - HOLIDAYS**

Holidays will be paid at the rate of eight (8) hours of wage for full-time employees.

Section 1. Designated Holidays: The following holidays are designated by the Employer:

<b>DESIGNATED HOLIDAYS</b>	
New Year's Day	Labor Day
Independence Day	Christmas Day
Thanksgiving Day	Christmas Eve Day
Friday After Thanksgiving	Good Friday
New Year's Eve Day	Memorial Day
Employee's Birthday	

Section 2. Holiday Payment: If an employee is required to work on an authorized holiday, he/she shall receive compensation therefore at the rate of time and one-half their regular hourly rate of pay.

### **ARTICLE 20 - HOSPITAL, MEDICAL, AND SURGICAL INSURANCE**

The Employer agrees, for the life of this Agreement, to maintain group hospital, medical, and surgical insurance benefits of Community Blue PPO Plan 1 with Traditional Plus Dental 50/50/50 without Orthodontics \$800.00 Maximum and VSP Vision Program. All premium costs to be borne by the Employer.

### **ARTICLE 21 - SICK AND ACCIDENT INSURANCE**

The Employer will provide accident and sickness income insurance to full-time employees. Said insurance shall provide benefits beginning on the first day of disability due to injury and on the eighth day of disability due to sickness. Sixty six and two thirds percent (66 2/3%) of the employee's weekly earnings shall be paid under said plan not to exceed a maximum benefit of Three Hundred Dollars (\$300.00) per week for a maximum benefit period of twenty six (26) weeks.

### **ARTICLE 22 - LIFE INSURANCE COVERAGE**

The Employer agrees to maintain group life insurance for each active, full-time employee in the amount of Twenty Thousand Dollars (\$20,000.00) with an additional death benefit of Twenty Thousand Dollars (\$20,000.00) payable in the event that death occurs while the covered employee is on duty.

## **ARTICLE 23 - WORKER'S COMPENSATION**

Employees receiving benefits under Worker's Compensation may be reimbursed the difference between the amount received and his/her regular salary from sick benefits, vacation pay, or insurance, with the approval of the Employer and insurance agent.

## **ARTICLE 24 - LONGEVITY BONUS**

At such time as any full-time employee has completed four (4) years of continuous employment with the Employer by December 1st of any calendar year, he/she shall thereupon become entitled to receive a longevity bonus according to the following schedule:

<b>YEARS OF CONTINUOUS EMPLOYMENT BY CITY OF LESLIE</b>	<b>PERCENT OF BASE PAY TO BE LONGEVITY BONUS</b>
4 Years through 7 Years	2%
8 Years through 11 Years	2½%
12 Years through 15 Years	3½%
16 Years through 19 Years	4½%
20 Years or More	5½%

Longevity payment shall be made with the first pay period in December. Payments due shall be computed on total continuous years of employment by the Employer completed by December 1<sup>st</sup> of the years to be compensated. Payments shall not be made for partial years of service. No payments shall be made to an employee that leaves the service of the Employer prior to December 1<sup>st</sup>, except in the case of retirement, death, and permanent disability and then the total amount shall be prorated.

## **ARTICLE 25 - RETIREMENT**

The MMERS B-1 with F55/25 rider Pension Plan will remain in effect for bargaining unit employees. Employee contribution to the MMERS B-I Plan with F55/25 is five percent (5%).

## **ARTICLE 26 - LIABILITY INSURANCE**

The Employer shall maintain standard liability insurance coverage for all employees in the bargaining unit.

Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his/her authority and while in the course of the employee's employment, the Employer will itself pay for, or shall maintain insurance which shall pay for, the services of an attorney to advise the employee in the matter and to appear for and represent the employee in the action.

The Employer may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action for damages caused by the employee while in the course of his/her employment and within the scope of his/her authority, the employer will indemnify the employee or will pay, settle or compromise the judgment. This duty of indemnification shall not exist where the action, actions, neglects, or omissions of the employee which were the subject of the civil action were committed outside the scope of the employee's authority, were outside the course of his/her employment, or constituted gross abuse of authority or wanton or willful misconduct. Further, the Employer's obligations under this Section shall be contingent upon the

employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense, and settlement of such action.

### **ARTICLE 27 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this contract shall be held invalid by law, the remainder of this contract and any riders other than those which have been held invalid shall not be affected.

### **ARTICLE 28 - GENDER**

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

### **ARTICLE 29 - NON-DISCRIMINATION**

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there shall be no discrimination with respect to conditions of employment. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

### **ARTICLE 30 - MISCELLANEOUS**

Section 1. Addresses and Telephone Numbers of Employees: Each employee covered hereby, whether on or off the active payroll, shall keep the Employer advised of his/her current mailing address and of his/her telephone number.

Section 2. Resignation: An employee covered hereby who desires to resign must present his/her resignation in writing to the Employer. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective.

Section 3. Effect of this Agreement: This Agreement supersedes any past practice otherwise not covered herein and it supersedes any previous agreement, verbal or written, between the Employer and any employee covered hereby.

Section 4. Work Rules: The parties to this Agreement have negotiated work rules together with penalties attendant thereto which are attached to this Agreement and hereby incorporated by reference as Appendix "A". The parties believe these to be reasonable rules and the penalties attendant thereto to be appropriate and shall be applied uniformly among all bargaining unit employees.

The Employer reserves the right to publish and enforce, from time to time, new work rules. The Employer will provide the Union with a copy of any new work rule(s) at least five (5) work days prior to the implementation date provided said rule does not have to be implemented on an immediate basis. The Union may request a meeting to be held at least five (5) working days prior to the implementation date. In no event will the meeting be delayed for more than five (5) working days without the Employer's consent. The Union shall have the right to grieve the reasonableness of any new work rule established by the Employer except those which have been the subject of collective bargaining.

Section 5. Uniforms: Each employee shall be entitled to Six Hundred Dollars (\$600.00) per year clothing allowance. Such allowance shall be used to purchase clothing and footwear in accordance with the requirement set forth by the Employer.

Section 6. Mileage: The Employer shall reimburse employees for mileage expenses incurred in traveling in connection with their employment by private conveyance at the rate in effect at the ratification of this Agreement, or that rate granted to other City employees or officials, whichever is greater.

## ARTICLE 31 - WAGES

Section 1. Classification and Rates: The following shall constitute a schedule of classification and rates for all employees subject to the terms of this Agreement:

EFFECTIVE WITH THE FIRST PAY PERIOD AFTER JULY 1, 2000			
EFFECTIVE DATE *	CLASSIFICATION	START	1 YEAR
7-1-2000	Laborer	\$12.20	\$13.55
7-1-2001	Laborer	\$12.75	\$14.09
7-1-2002	Laborer	\$13.30	\$14.65
7-1-2003	Laborer	\$13.70	\$15.09

\* RATES ARE EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER THE EFFECTIVE DATE

Section 2. Temporary Assignment Pay. A bargaining unit employee who is temporarily assigned to perform some or all of the job duties of the Director of Public Works will receive, in addition to his/her normal rate of pay, the sum of Two Dollars (\$2.00) per hour during the hours of work while so assigned. The temporary assignment of a bargaining unit employee to do non-bargaining unit work shall be in the sole discretion of the Employer.

## ARTICLE 32 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from July 1, 2000, through June 30, 2004.


If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided or if each party giving a notice of termination

withdraws the same prior to termination date, this Agreement shall be continued in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

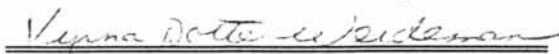
If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. If notice of amendment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

Notice of termination or modification shall be in writing and shall be sufficient if sent by mail, if to the Union to 1034 N. Washington Avenue, Lansing, Michigan, 48906; and if to the Employer, addressed to 107 East Bellevue Street, Leslie, Michigan, 49251, or to any such address as the Union or Employer may make available to each other.

**CITY OF LESLIE:**

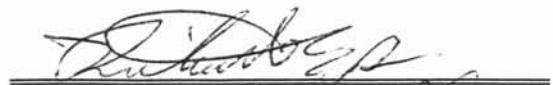


Fred E. Gilman, Mayor

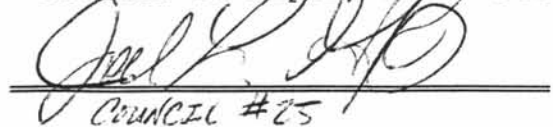


Vyrna Dotte Weideman, Clerk

**MICHIGAN AFSCME COUNCIL #25:**



Richard E. Piper, Union Steward



COUNCIL #25

## **APPENDIX "A"**

### **WORK RULES**

The following Work Rules are adopted so that all employees will know what is expected of them. Serious offenses call for more severe penalties than minor infractions, so these Rules set up different penalties.

The following are considered as Major Offenses, the offense listed first with penalty following:

#### **MAJOR OFFENSES**

1. Major chargeable accident after full investigation, i.e., one in which there is bodily injury caused by negligence of the employee.  
Discharge and loss of benefits.
2. Theft or dishonesty of any kind.  
Discharge and loss of benefits.
3. Unauthorized carrying of passengers.  
Discharge and loss of benefits.
4. Falsification of personnel and/or other City records.  
Discharge and loss of benefits.
5. Immoral conduct or indecency.  
Discharge and loss of benefits.
6. Possession and/or use of alcoholic beverages while on duty or on the Employer's property.  
Discharge and loss of benefits.

7. Absent three (3) consecutive days without notice and/or prior approval.

Voluntary quit.

8. Possession of weapons without permission on the Employer's time or its premises at any time.

Discharge and loss of benefits.

9. The sale, possession, and/or use of controlled substances without prescription or license.

Discharge and loss of benefits.

10. Conviction of a felony.

Discharge and loss of benefits.

11. Flagrant disobeying of orders or failure or refusal to do work assigned.

Discharge and loss of benefits.

12. Fighting during working hours or breaks or while on City property.

Discharge and loss of benefits.

13. Doing any kind of work while on sick leave.

Discharge and loss of benefits.

14. Taking time off after having the time refused by a Supervisor.

First offense - Written Reprimand, with five (5) work days off without pay.

Second offense - Discharge and loss of benefits.

15. Failure to observe the confined space entry safety rule.

Discharge and loss of benefits.

16. Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with the employee's work.

Discharge and loss of benefits.

17. Negligent or intentional conduct that results in injury to person or property.

Discharge and loss of benefits.

18. Threatening, intimidating or coercing employees or the public.

Discharge and loss of benefits.

The following are considered as Minor Offenses, except where they are repeated, the offense listed first with penalty following:

### MINOR OFFENSES

#### A. ACCIDENTS

1. Minor chargeable accident (property damage only).

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Written Reprimand and five (5) work days off without pay

Fourth offense - Discharge and loss of benefits.

2. Failure to report all accidents promptly and personal injury or major accidents immediately.

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Discharge and loss of benefits.

## B. EQUIPMENT

1. Failure to report mechanically defective condition of vehicles or equipment.

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Discharge and loss of benefits.

2. Unauthorized use of motor vehicles or equipment.

First offense - Written Reprimand with three (3) work days off without pay

Second offense - Written Reprimand with ten (10) work days off without pay

Third offense - Discharge and loss of benefits.

3. Failure to report breakdowns promptly.

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Discharge and loss of benefits.

## C. CONDUCT

1. Sleeping on duty, loitering or wasting time by any method during working hours.

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Discharge and loss of benefits.

2. Gambling and/or card playing on Employer's time or premises.

First offense - Written Reprimand

Second offense - Written Reprimand and three (3) work days off without pay

Third offense - Discharge and loss of benefits.

3. Failure to wear safety equipment.

First offense - Written Reprimand

Second offense - Written Reprimand and five (5) work days off without pay

Third offense - Written Reprimand and ten (10) work days off without pay

Fourth offense - Discharge and loss of benefits.

4. Disregard of common safety practices.

First offense - Written Reprimand and five (5) work days off without pay

Second offense - Written Reprimand and ten (10) work days off without pay

Third offense - Discharge and loss of benefits.

5. Horseplay or scuffling.

First offense - Written Reprimand and five (5) work days off without pay

Second offense - Written Reprimand and ten (10) work days off without pay

Third offense - Discharge and loss of benefits.

6. Drinking intoxicating beverages and/or consuming controlled substances prior to reporting for duty where employee's condition is such that it may affect the proper performance of his/her duties.

- First offense - Written Reprimand and five (5) work days off without pay
  - Second offense - Written Reprimand and ten (10) work days off without pay
  - Third offense - Discharge and loss of benefits.
7. Discourtesy to the public.
- First offense - Written Reprimand
  - Second offense - Written Reprimand and three (3) work days off without pay
  - Third offense - Discharge and loss of benefits.
8. Failure to follow designated routes and/or instructions.
- First offense - Written Reprimand
  - Second offense - Written Reprimand and three (3) work days off without pay
  - Third offense - Discharge and loss of benefits.
9. Taking lunch or break period at a time other than specified by the Employer.
- First offense - Written Reprimand
  - Second offense - Written Reprimand and three (3) work days off without pay
  - Third offense - Discharge and loss of benefits.
10. Smoking in restricted areas.
- First offense - Written Reprimand
  - Second offense - Written Reprimand and three (3) work days off without pay
  - Third offense - Discharge and loss of benefits.