

6/30/94

AGREEMENT
BETWEEN
CITY OF BELDING
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 586, AFL-CIO, CLC

Belding, City of

Effective: October xx, 1991
Terminates: June 30, 1994

ARTICLE 1

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of October, 1991, by and between the CITY OF BELDING, hereinafter referred to as the "CITY" AND local 586, SERVICE EMPLOYEES' INTERNATIONAL UNION AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 2

PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any understandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1975, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

ALL SUPERVISORS AND ADMINISTRATORS INCLUDING ASSESSOR, DART DIRECTOR, DPW DIRECTOR, DPW FOREMAN, MAINTENANCE SUPERVISOR, WATER POLLUTION CONTROL OFFICER, AND CODE ENFORCEMENT OFFICERS.

Excluding executives (including City Manager, Police Chief, Fire Chief, Director Finance, City Engineer), Library and Housing Directors, Clerical and all other employees.

ARTICLE 4

REPRESENTATION

Section 4.1 Union Employees Representatives.

The City agrees to recognize one (1) unit president, one (1) steward and two (2) committee persons who shall be selected by the Union from employees in the bargaining unit who have completed their probationary periods. The unit president and committee persons shall be selected by the Union from employees in the bargaining unit who have completed their probationary periods. The unit president and committee persons shall be the employee representatives in collective bargaining. The steward shall act as the Union representative in the processing of grievances for bargaining unit members as provided in the Grievance procedure. The Union shall furnish the City with the names of its unit president and steward in writing before they will be recognized.

Section 4.2. Lost Time.

When scheduling arbitration and negotiation sessions, the City and Union will seek to minimize lost work time for employees. Where a scheduled meeting will result in lost work time, the City and Union shall agree in advance whether the involved employees will be paid for such time.

ARTICLE 5

UNION SECURITY

Section 5.1. Union Membership.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union. Any employee who is a member of the Union at the date of signing this agreement, or becomes a member during the term of this agreement must remain a member in good standing for the term of this agreement. Such employees may drop their membership in the Union at the expiration of this agreement. The Union recognizes that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

Section 5.2. Payroll Deduction For Union Dues or Service Fees.

(a) During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues and initiation fees uniformly levied in accordance with the Constitution and By-Laws of the Union from each Union member covered by this Agreement who executes and files with the Employer a proper check off authorization form.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the City Clerk's Office.

(c) Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.

(d) A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees are to be deducted hereunder shall be delivered to the City Clerk before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the City Clerk.

(e) All authorizations filed with the City Clerk's office prior to the fifteenth (15) of the month shall become effective the first (1st) day of the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee or, if applicable, the service fee equivalent. An authorization filed

thereafter shall become effective on the first (1st) day of the second (2nd) month following the filing of the authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15) of the following month.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.

(g) The Union shall notify the City Clerk in writing of the proper amount of Union membership dues and initiation fees and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee.

(h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions will be made until the matter is resolved.

(i) The Employer shall not be responsible for dues, initiation fees, or payment of the service fee equivalent after an employee's employment relationship has been terminated.

(j) The Employer shall not be liable to the Union or its members for any dues, initiation fees, or service fee once such sums have been remitted to the Union, and further, shall not be liable if such sums are lost when remitted by United States mail.

(k) The Union shall indemnify the City against all claims resulting from dues deductions, including attorney's fees.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1.

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its charter including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services, the scheduling of services, and the maintenance of order and efficiency in its departments and divisions.

Section 6.2.

The City has the right to determine hours of work, work schedules including starting and quitting times, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.

Section 6.3.

The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.

Section 6.4.

The City has the right to hire, select and direct the work force and to assign, promote and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge employees covered by this Agreement. The City has the right to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.

Section 6.5.

The City retains the right to sub-contract services covered by this Agreement when in its opinion the service can be performed more efficiently or economically. The City will give the Union at least thirty (30) days' written notice prior to any such subcontract and will negotiate with the Union regarding the effects of such subcontract upon the members on the Bargaining Unit. Advance notice will not be required where there is an immediate need for additional services and no currently qualified Union employee is on layoff or reduced in hours. The City will, upon thirty (30) days' written notice prior to the expiration of any subcontract, discuss with the Union whether Bargaining Unit members can perform the task either more efficiently or more economically.

Section 6.6.

The City shall retain as management right any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.0. Definition of Grievance.

A grievance shall be defined as a complaint by an employee covered by this Agreement or the Union alleging a violation of a specific provision or provisions of this Agreement. The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place and the specific Section or Sections of the Agreement involved.

Section 7.1. Grievance Procedure.

All grievances shall be handled in the following manner:

(a) Step 1.

An employee with a grievance shall first notify his/her Department Head in writing within five (5) working days of the events giving rise to the grievance. A meeting shall be held within five (5) working days of such notification among the employee, the steward and the Department Head. The employee shall receive the Department Head's written answer within five (5) working days after such meeting. If the grievance is over the reasonableness of a rule or regulation implemented by the City, the grievance shall be filed within fifteen (15) days after the rule or regulation is posted or published.

(b) Step 2.

If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the City Manager within five (5) days of the City's answer in Step 1. A meeting shall be held among the employee, the steward, and the City Manager within five (5) days after the appeal is received. Either party may have non-employee representatives present, if desired.

(c) Step 3.

If the grievance is not satisfactorily resolved at Step 2, it may be appealed to the City's Personnel Board within five (5) days of the City's answer in Step 2. A hearing shall be scheduled within fourteen (14) days after the appeal is received. Either party may have a non-employee representative present, if desired.

(d) Step 4.

If the grievance is not satisfactorily resolved at Step 3, it

may be appealed by either party to the City Council within five (5) days after the appeal is received. A hearing shall be scheduled within fourteen (14) days after the appeal is received. Either party may have a non-employee representative present, if desired. The decision of the City Council will be final and binding on the parties, including the Union, the individual and the City providing it is not contrary to any State or Federal statute.

Section 7.2. Exclusive Procedure.

The Grievance Procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure.

Section 7.3. Time Computation.

Saturday, Sunday, and recognized holidays shall not be counted under the time procedures in the Grievance Procedure. If a Department Head or City Manager is not available due to legitimate conflict at the time a grievance is filed or appealed, the time requirements of the Grievance Procedure shall be suspended until they are available.

Section 7.4. Time Limitations.

The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the City, the grievance may be advanced to the next Step by the Union. The time limits established herein may be extended by mutual agreement in writing.

ARTICLE 8

ARBITRATION

Section 8.0. Arbitration Request.

The Union may request arbitration only for the reasonableness of the rules established under 6.3, disciplinary suspension or discharge of a non-probationary employee by giving written notice to the City within ten (10) calendar days following receipt of the City's written answer in Step 4 of the Grievance Procedure.

Section 8.1. Selection of Arbitrator.

Upon filing by the Union of a timely request for arbitration, the parties shall mutually agree upon the arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the City and the Union. However, the parties shall be responsible for any and all costs of their own witnesses and representatives.

Section 8.2. Arbitrator's Jurisdiction.

The arbitrator's powers shall be limited to ruling on the issues stated in Section 8.0, above. In ruling on disciplinary suspensions and discharge issues, the arbitrator shall apply a just cause standard with regard to the Maintenance Supervisor and the DPW foreman. For all other positions in the unit, the arbitrator shall use a standard for review of good faith dissatisfaction by the employer. The arbitrator shall have no power or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award by the arbitrator shall be retroactive more than five (5) working days prior to the time that the grievance was first submitted in writing.

Section 8.3. Arbitrator's Award.

The arbitrator's award shall be final and binding on the City, Union, and employee, provided, however, that either party to this Agreement reserves the right to challenge an arbitrator's award if he has exceeded his jurisdiction under this Agreement.

ARTICLE 9

SPECIAL MEETINGS

The City and the Union agree to meet and confer on matters of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be done for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or detract from the provisions of the Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties. If the meeting is held during working hours, the unit president shall suffer no loss of pay.

ARTICLE 10

SENIORITY

Section 10.0. Seniority Definition.

Seniority is defined as the length of the employee's continuous service with the City commencing with the last date of hire. The application of seniority shall be limited to the benefits specifically provided in this Agreement.

Section 10.1. Probationary Employees.

(a) All employees hired after the effective date of this Agreement shall be considered on probation for the first (1st) six (6) months after their commencement of work.

(b) During the probationary period, the employee shall have no seniority status and may be laid off or terminated, with or without cause, at the sole discretion of the City without recourse to this Agreement.

(c) Upon satisfactorily completing the probationary period, the employee's last name shall appear on the seniority list as of his or her most recent date of hire.

Section 10.2. Loss of Seniority.

An employee shall lose his seniority and his employment relationship with the city for any of these following reasons:

(a) He resigns or quits;

(b) He is discharged or terminated and such discharge or termination is not reversed in the Grievance or Arbitration Procedure;

(c) He retires;

(d) He is absent from work for three (3) working days without prior notice to the City Manager.

Section 10.3. Seniority and Benefit Accumulation.

Seniority shall continue on all approved leaves of absence of thirty (30) days or less. Vacation, sick leave, and insurance shall continue to accrue during any leave of absence of thirty (30) days or less. There shall be no pyramiding or duplicating paid leaves.

ARTICLE 11

LAYOFF AND RECALL

In the event a reduction in personnel occurs, the City will lay off the individual in the affected classification. In the event there is more than one employee in the affected classification, the City shall consider seniority, performance evaluation reports, demonstrated ability, work history, and other work-related criteria in making layoff decisions. Recall to work shall be in reverse order of layoff, provided the individual is qualified to perform the available work.

ARTICLE 12

HOURS OF WORK

Section 12.0. Workday - Workweek Definition. The standard work week shall consist of forty (40) hours per week, Monday through Friday.

Section 12.1. Overtime.

In the classifications of DPW Foreman, Maintenance Superintendent, and Code Enforcement Officer, time and one-half will be paid for time worked in excess of eight (8) hours per day or forty (40) hours per week. No pyramiding shall result. All paid time off will be considered as time worked for the purposes of computing overtime and fringe benefits.

Section 12.2. Exempt Employees.

Employees exempt from overtime are Assessor, DART Director, DPW Director, and Water Pollution Control Officer. These employees shall receive compensatory time off at the rate of one hour for each hour worked in excess of forty-four (44) hours during the standard seven (7) day work week. Compensatory time off shall, when possible, be taken within the pay period in which it is earned. The time must be approved in advance by the employee's department head, but such approval shall not be unreasonably denied. If it is not possible to schedule the time within the same pay period, the City will direct when the time will be taken off during the next pay period, unless mutually agreed otherwise.

ARTICLE 13

LEAVES OF ABSENCE

Section 13.1. Sick leave.

All full-time employees shall be entitled to paid sick leave. Employees shall accrue sick leave at the rate of one (1) day each calendar month of employment in which the employee works, or part of a month in which the employee works at least twelve (12) days. Employees shall be able to accrue unused sick leave from previous years to a total of forty-eight (48) sick leave days.

(a) However, an employee may at his/her option, in writing, accumulate sick leave to a sixty (60) day limit and any amount accumulated over the 48 days will be paid to the employee at one hundred percent (100%) of the employee's regular rate of pay at the end of the calendar year 1991; seventy-five (75%) percent at the end of calendar year 1992; and fifty (50%) percent at the end of calendar year 1993 and thereafter.

(b) Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than four hours.

(c) Sick leave shall only be used for actual illness or injury to the employee or for the nursing care of his/her spouse, minor children, or dependent parents.

(d) Only the sick leave record kept by the City office shall be considered official. These records may be reviewed by the employee and any question as to the accuracy of this record shall be subject to the Grievance Procedure.

(e) Extended sick leave without pay may be granted for up to twelve (12) months at the City's discretion and upon such terms and conditions as it deems appropriate.

Section 13.2. Unused Sick Leave.

Unused sick leave credit shall be paid upon normal retirement, or death of the employee at a rate of one-half the number of accumulated sick days, based upon the current hourly rate, to a maximum of sixty (60) days accumulated. In the event of death, sick leave will be paid to the employee's spouse or estate.

Section 13.3. Absence due to Workers Comp Injury.

An employee's absence from duty due to a service-connected disability for which he is receiving Worker's Compensation benefits shall not be compensated for or deducted from his sick leave.

Section 13.4. Funeral Leave.

(a) An employee shall be granted up to four (4) contiguous days for actual attendance at the funeral and to attend to necessary personal family matters when death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular salary for such lost time for the funeral leave. "Immediate family" shall mean the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, step children, grandmother, grandfather and grandchildren, or dependent or relative living in the employee's household.

(c) The City is to be notified immediately of the death in the family and the extent of the expected absence.

Section 13.5. Jury Duty Leave.

Employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as juror when he otherwise would have worked, he shall receive his regular salary. The employee shall turn over to the City all juror fees that he receives from the Court other than mileage. Any employee released from jury duty before the end of the normal work day shall return to work.

Section 13.6. Military Leave.

Shall be granted in compliance with any applicable State or Federal law.

Section 13.7. Personal Business Days.

Full time employees covered by this Agreement shall be allowed to utilize one (1) day of personal business leave not chargeable to sick leave and one (1) additional day chargeable to sick leave. The purpose of personal business days is to allow the employee to attend to personal business and emergencies and not for additional vacation. Request for a personal business day must be made to the City Manager two days in advance of the day requested, except in cases of emergency.

ARTICLE 14

HOLIDAYS

Section 14.1. Holidays.

The following holidays shall be observed as paid holidays by full-time employees covered by this Agreement:

New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Employee's Birthday

Section 14.2. Holiday Observance.

When a holiday falls on a Sunday, Monday shall be considered the holiday for the purposes of this provision. When a holiday falls on a Saturday, Friday shall be considered the holiday.

ARTICLE 15

VACATION LEAVE

Section 15.0. Vacations with Pay.

Vacations with pay shall be provided to full-time employees and are based on employee's length of continuous full-time employment as shown in the following plan. Vacation pay shall accrue on the employee's anniversary date and will be based on a regular normal work week.

<u>After this</u> <u>Length of Service</u>	<u>Vacation Allowance Per Year</u>
1 year	10 working days
10 years	15 working days
11 years	16 working days
12 years	17 working days
13 years	18 working days
14 years	19 working days
15 years	20 working days

(a) Employees may accrue and carry over up to twenty (20) days vacation each year, but they must use at least ten (10) days each year.

Section 15.1. Vacation Pay.

Vacation pay will be computed at the employee's salary the time he takes his vacation.

Section 15.2. Holiday During Vacation.

If a holiday recognized by this Agreement falls during an employee's vacation, the holiday shall not count against his use of vacation time.

Section 15.3. Vacation Pay upon Termination.

Any employee who leaves his employment with the City for any reason prior to completing his probationary period shall be entitled to no vacation pay. Any other employee who leaves city service will be paid for any posted vacation credit.

ARTICLE 16

HOSPITALIZATION, MEDICAL, DENTAL AND LIFE INSURANCE

Section 16.0. The Employer shall make available to all employees covered hereby, Blue Cross/Blue Shield (MVF-1 and \$3.00 prescription drug rider) Plan of hospital, medical and surgical insurance. The employee shall complete necessary forms furnished by the Employer. The Employer reserves the right to substitute another carrier of this coverage. The fundamental provisions of the present coverage will not be changed.

Section 16.1. Medical and Hospitalization.

For all full-time employees, the Employer will pay one hundred percent (100%) of the premium for up to family coverage through June 30, 1992. As necessary, the City shall increase it's contribution by up to 15% in Fiscal Years 1993 and 1994. If the premiums increase more than 15% per year, the employee shall be liable to pay the additional amount.

Section 16.2. Dental Insurance.

The Employer shall provide all full-time employees and their dependents covered under the terms of this Agreement with the Blue Cross/Blue Shield Basic Dental 50/50%, MBL \$800 Dental Plan for Class I and II coverages, or equal. The City shall pay the full cost of this plan.

Section 16.3. Term Life Insurance.

The Employer agrees to pay the cost of \$15,000 of term life insurance for full-time employee.

ARTICLE 17

RETIREMENT BENEFITS

The City shall contribute 8% of base salary for each full-time employee covered under this Agreement towards the City of Belding's Mass Mutual Retirement Plan, or equal.

ARTICLE 18

Section 18.1. Longevity Pay.

Regular full time employees in the active service of the Employer as of July 1, 1991, shall be entitled to receive longevity pay for their length of continuous service with the Employer. Such pay will be based on the following schedule:

After completing 5 years of continuous service	\$11 per month	132/yr.
After completing 10 years of continuous service	\$21 per month	252/yr.
After completing 15 years of continuous service	\$32 per month	384/yr.
After completing 20 years of continuous service	\$43 per month	516/yr.
After completing 25 years of continuous service	\$50 per month.	600/yr.

Section 18.2. Performance Pay.

All full-time employees covered under this Agreement who are hired after July 1, 1991 may, at the annual option of the Employer and in lieu of longevity pay, be paid a performance bonus equal to one percent (1%) of their monthly base salary for meeting or exceeding specific and mutually agreed upon goals as set forth in the City's performance evaluation program.

ARTICLE 19

MISCELLANEOUS

Section 19.1. Bulletin Boards.

The City agrees to provide bulletin board space at the City Hall for the posting of the Union notices, provided, however, the City shall have the right to police the bulletin board for offensive materials.

Section 19.1. Clothing Allowance.

The DPW Foreman, Maintenance Supervisor and Water Pollution Control Officer shall be provided with a Department of Public Works uniform.

Section 19.2. Mileage.

Whenever an employee is required by the Department Head or City Manager to use his own vehicle on the business of the City, he shall be paid mileage at the rate equal to the IRS allowance.

ARTICLE 20

DURATION

This Agreement shall remain in force until June 30, 1994, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to the expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment modification, alteration, negotiation, change, or any combination thereof.

ARTICLE 21

WAGES

For the term of this Agreement, the wages shall be:

	<u>1 Jul 1991</u>	<u>1 Jul 1992</u>	<u>1 Jul 1993</u>
00059 Assessor	\$32,816	\$33,965 <i>16.33/hr.</i>	\$35,323
00061 Code Enf. Officer	\$8.68/hr	\$9.03/hr	\$9.39/hr
00052 DAR Director	22,645	24,004 <i>11.54/hr.</i>	24,964
00028 DPW Director	40,236	41,644 <i>20.02/hr.</i>	43,310
00022 DPW Foreman	24,012	24,972 <i>12.01/hr.</i>	25,971
Maintenance Sup.	22,541	23,330	24,263
00029 WW Tmt Plant Op	24,639	25,642 <i>12.33/hr.</i>	26,649

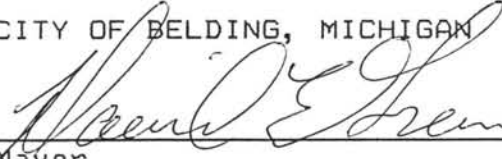
Note: Wage increases will be calculated retroactively to July 1, 1991.

Date: ^{UP}~~70~~ NOVEMBER 13, 1991

Date: 10-31-91

CITY OF BELDING, MICHIGAN

SEIU Local 586



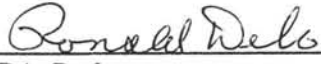
Mayor



James Shelton, President



Clerk



Ronald DeLo



Ronald Wireman