

6/30/98

AGREEMENT

BETWEEN

UNITED STEELWORKERS OF AMERICA  
LOCAL UNION 14557 (O&T)

AND

CITY OF FRANKFORT

Frankfort, City

Effective  
July 1, 1995  
through  
June 30, 1998

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## AGREEMENT

THIS AGREEMENT made and entered into this 1 st day of July, 1995 by and between the CITY OF FRANKFORT, MICHIGAN, hereinafter referred to as the "City", and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, party of the second part, hereinafter referred to as the "UNION".

### ARTICLE I-RECOGNITION

Section 1. Subject to Federal law and the laws of the State of Michigan, the City recognizes the Union as the sole collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the Secretary/Deputy Clerk.

Section 2. The City agrees that it will not interfere with the right of its employees to become members of the United Steelworkers of America, AFL-CIO-CLC. Neither the said City nor any of its agents will exercise discrimination, interference, restraint, or coercion against any member of said Union.

Section 3. The City agrees to recognize the public works committee, as elected annually, as the representing body for this employee(s) for the purpose of handling grievances relative to matters relating to the job duties of the Secretary/Deputy City Clerk>

Section 4. The duties of the Committee shall be to take up with responsible agents of the City all grievances from the employee and to settle them to the best of their ability. Every effort shall be made by both the City and its agents and the committee and its agents to adjust grievances with the least possible delay.

Section 5. All collective bargaining with respect to wages, hours, working conditions and other terms of employment shall be conducted by authorized representatives of the City, Local Union 14517, and International Union.

### ARTICLE II - CHECKOFF OF UNION DUES AND INITIATION FEES

Section 1. The check-off for initiation fees, periodic dues and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Initiation fees of the Union, dues and assessments as designated to the City by the International Treasurer of the Union (to be determined at the beginning of each year) shall be deducted by the City and remitted promptly (within ten (10) days to the International Secretary/Treasurer of the United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222.

Section 2. The City further agrees to forward a list of all bargaining unit employees showing new hires, after probation, and terminations simultaneously with the transmittal of the aforementioned deductions.

Section 3. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in the monthly dues or initiation fees to be deducted by the City, shall be the International Secretary/Treasurer of the Union.

Section 4. The Union shall indemnify and save the City harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

### ARTICLE III - UNION SECURITY

Section 1 - Membership. New. The City agrees that new employees, as a condition of employment, shall become members of the Union not later than ninety (90) days after the beginning of their employment, maintain their membership in the Union for the life of this Agreement, or pay to the Union a sum equal to the dues and fees uniformly charged for membership, for the duration of this Agreement.

Section 2 - Membership, Continuing. All employees in the bargaining unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union for the life of this Agreement, or pay to the Union a sum equal to the dues and fees uniformly charged for membership, for the duration of this Agreement.

Section 3 - Non-Members. All employees in the bargaining unit who are not members of the Union shall, as a condition of employment, pay to the Union an amount equal to that paid by other employees in the bargaining unit who are members of the Union, such payment shall be limited to an amount equal to the Union's regular and established monthly dues. Any employee who fails to comply with the above provisions shall be subject to termination of employment should default of payment exceed sixty (60) days.

Section 4 - Application for Membership. The City agrees to provide to each employee on his hiring date an application for membership in the Union, dated with the date of hire, and to give the same to the chairperson of the local union, upon completion of the application by the employee.

#### ARTICLE IV - MANAGEMENT RIGHTS

Section 1. All matters except those pertaining to rates of pay, hours of work and conditions of employment as provided in this Agreement shall be considered the prerogative of the City, both parties agree that this Agreement constitutes the entire Agreement between the parties and cancels all previous Agreements.

#### ARTICLE V - PROBATIONARY PERIOD AND SENIORITY

Section 1. New employees are considered probationary employees until they have worked ninety (90) calendar days, may be dismissed at any time and for any reason during the probationary period, and are not subject to the grievance procedure.

Section 2. Seniority according to this agreement shall consist of the accumulated paid service of the employee with the City since his most recent date of continuous employment. The employee's earned seniority shall not be lost because of absence due to illness, verified by a physician, authorized leaves of absence or temporary layoff. The City will furnish to the Union, semi-annually, with an up-to-date seniority list of all employees in the bargaining unit. The seniority lists will be for the periods of January 1 through June 30 and July 1 through December 31. A copy of the seniority list shall be transmitted to the United Steelworkers of America, AFL-CIO-CLC, at 333 River Street, Manistee, MI 49660, and a copy shall be given to the Local Union. The seniority list shall also be posted on the bulletin board. Unless objections thereto are made within thirty (30) days after posting, the list shall be deemed to be approved and shall be considered as the official seniority list.

The seniority list shall include the employee's date of hire, accumulative sick days and accumulated vacation days.

Section 3. During a layoff an employee's seniority shall continue for twenty-four (24) months.

#### ARTICLE VI - DISMISSAL AND LAYOFFS

Section 1. The City agrees that it will act in good faith in the dismissal or layoff of any employee. Should the Union present a grievance to the City in connection with a dismissal or layoff within twenty-four (24) hours of notice of dismissal or layoff, the dismissal or layoff shall be reviewed under the terms of the grievance procedure.

Section 2. When it becomes necessary to reduce the work force, layoff shall be according to seniority providing the employees retained are qualified to do the work necessary.

Section 3. The City will issue a two-week notice of layoff prior to the layoff of any employee. This provision shall not apply to disciplinary suspensions.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

If an employee should have a grievance, defined as an alleged violation of the express terms of this Agreement, there shall be no stoppage or suspension of work, but such grievance shall be submitted to the following procedure.

**STEP 1:** The employee shall first discuss the alleged grievance with the City and a committee person, if requested. If not satisfactorily settled, the grievance shall be reduced to writing and referred to the next Step.

**STEP 2:** The Union Committee, Grievant and International Representative shall meet with the City and in an effort to settle the grievance. If not settled at this meeting, the grievance shall be referred to the next Step.

**STEP 3:** The grievance shall be referred to an Appeal Board, comprised of two (2) members designated by the City and two (2) members designated by the Union, one being the International Representative. If the grievance is not satisfactorily settled at a meeting of the Appeal Board, the Michigan Employment Relations Commission may be petitioned by either party within thirty (30) calendar days after the appeal Board meeting for binding mediation of the dispute.

A work day shall be Monday through Friday, excluding contractual holidays, between the hours 8:00 a.m. and 5:00 p.m.

## **ARTICLE VIII - HOLIDAYS AND OVERTIME**

All regular employees will be eligible to receive holiday pay at their regular rate (for 7 hours) for the following holidays, provided the employee works or is on vacation the working day before or after the holiday:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
Employee's Birthday

Should an employee be called to work on any of these days, he shall be paid in addition to his holiday pay at the rate of double time for any hours worked. Work performed on Easter Sunday shall be paid at the rate of double time. If any of these holidays fall on a non-working day, the following or previous working day will be the holiday.

All hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate of time and one-half. Holidays and sick leave shall be considered as days worked for the purpose of overtime pay.



## ARTICLE IX - VACATIONS

Section 1. As far as possible, vacations will be scheduled at the convenience of the employee. However, the City reserves the right to establish the vacation schedule.

Section 2. The vacation year for the purpose of this Article is the twelve (12) month period beginning with the employees hiring date with the City. Vacation time shall not accumulate from years to year, but shall be taken as accrued or lost, except by mutual agreement between the City and the employee.

Section 3. Vacation time shall not accumulate during any personal leave of absence.

Section 4. Any employee who is discharged for just cause shall forfeit the right to receive accumulated vacation pay.

Section 5. Vacation schedule is as follows:

After 1 year	-	1 Week
After 2 years	-	2 Weeks
After 5 years	-	3 Weeks
After 10 years	-	4 Weeks
After 15 years	-	5 Weeks
After 20 years	-	6 Weeks

Section 6. Compensation in lieu of vacation will not be paid except for retirement, voluntary termination, death or on approval of the City Council.

Section 7. Employees will be paid vacation pay based on their regular rate of pay classification immediately prior to their vacation.

## ARTICLE X - WORKDAY AND WORKWEEK

Section 1. The normal workday shall consist of seven (7) hours, from 9:00 A.M. to 5:00 P.M. with one (1) hour for lunch. The normal work week shall consist of thirty-five (35) hours, five consecutive days, Monday through Friday.

Section 2. Two fifteen minute coffee breaks shall be granted and shall be taken approximately at the midpoints of the first half and second half of a shift.

## ARTICLE XI - WORK RULES

The employee(s) shall conduct themselves in courteous and faithful performance of all work rules and assignments. Absence without the knowledge of the City or habitual tardiness will not be tolerated.

## ARTICLE XII - SHOW-UP OR CALL-IN TIME

All employees reporting for work at their regular scheduled starting time will be guaranteed a minimum of three and one-half (3 1/2) hours work or three and one-half (3 1/2) hours pay at their regular rate, provided they do not leave work of their own volition. All employees called upon to work outside of their regular scheduled hours will be guaranteed a minimum of one (1) hour pay at the then appropriate regular rate.

## ARTICLE XIII - SICK LEAVE, FUNERAL LEAVE AND ACCRUALS

Section 1. All employees shall be granted sick leave at the rate of one (1) day for each full month of employment with accumulation not to exceed one hundred twenty (120) days. Sick leave days shall be used for actual sickness of the employee only, except as hereinafter provided. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician.

Section 2. All employees covered by this Agreement shall be allowed three (3) days with pay for the purpose of attending funerals, not to be deducted from sick leave, for deaths in the immediate family. "Immediate family" is defined as follows: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, or a member of the employee's immediate household.

Section 3. In the event of the retirement or the death of an employee covered under this Agreement, all accruals from unused vacation time and sick leave accruals due to the employee will be paid promptly to the surviving spouse or to his estate.

## ARTICLE XIV - FILLING VACANCIES

When the position of Secretary/Deputy City Clerk is vacant due to death, retirement or termination, it shall be filled as follows:

(a) The City will be required to fill the position of Secretary/Deputy City Clerk within sixty (60) days from date of vacancy.

## ARTICLE XV - MISCELLANEOUS PROVISIONS

Section 1 - Insurance. Employees covered hereunder may, on written notice to the City, as his or her option, participate in the existing Hospital-medical insurance plans. The City will pay the premiums for such coverage, including the Master Medical Plan.

Section 1(a). Effective July 1, 1990, the City hereby agrees to pay the full premium for health insurance for retirees and their spouses from retirement to age 65 and to provide supplemental insurance thereafter.



Section 1(b). The City will maintain a group life insurance policy in the amount of twenty thousand dollars (\$20,000.00) per employee, which will be paid by the City.

Section 2 - Bulletin Board. Announcements, in addition to the posting of the seniority list, shall be posted in a conspicuous place where employees enter or leave the premises. The parties to this Agreement, both of whom may use the bulletin board for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

Section 3 - Military Service. With respect to rights of former employees returning from military service, the City and the Union agree to abide by the terms of the Selective Service Training Act or any other similar act in effect.

Section 4 - Protective Clause. Should any of this agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, the invalidation of such provision shall not render the agreement ineffective in its entirety. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 5 - No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of age, race, sex, creed or color, and that such persons shall receive the full protection of the provisions of this Agreement and of applicable law.

Section 6 - Leave of Absence. Personal leaves of absence for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employee. During the period of absence, the employee shall not engage in gainful employment in the same type of work covered by this Agreement. Failure to comply with this provision shall result in the complete loss of rights hereunder or discharge for the employee involved.

Section 7 - Access to Premises. The City agrees to permit Union representatives to enter the premises for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further that approval by the **City Clerk-Treasurer** is first obtained, which approval will not unreasonably be withheld.

Section 8 - Pension Plan. All full-time employees will be required to participate in the Frankfort Employees Pension Plan (MERS). The employee's under this contract will have deducted from their gross pay, 2.2%, to be applied their retirement plan in conjunction with the City's contribution. An employee does not become eligible to participate in the Frankfort Employees Pension Plan until July 1st after he or she has completed one (1) full years of service, the July 1st date being the beginning date of the Pension Plan's fiscal year. The union requests all information regarding the Pension Plan covering the employees and the cost of the Pension Plan for the Employees and the employer.

Section 9 - Personal Transportation. Personal transportation when used for City business approved by the **City Clerk-Treasurer**, shall be compensated at the rate of twenty-five cents (.25) per mile.

Section 10 - Workers' Compensation. Each employee will be covered by the applicable Workers' Compensation laws, and the City further agrees that an employee, if eligible for Workers' Compensation benefits, an amount to be paid by the City, from the employee's accumulated sick leave only, a sum sufficient to make up the difference between the Workers' Compensation benefits received and his regular weekly income based on thirty-five (35) hours. The City's subsidy will terminate upon the exhaustion of the employee's accumulated sick leave.

Section 11 - Temporary Help. No temporary help shall be employed while regular employees receive less than thirty-five (35) hours per week or while regular employees are laid off and available.

Section 12 - Work by Supervisors. Supervisory personnel shall not perform the work of an hourly rated employee if the result would be to displace any employee of the bargaining unit. This will not prevent supervisors from doing work in bona fide emergencies, when regular employees are unavailable, or in the instruction or training of employee's.

Section 13 - Longevity Payment. All employees covered by this Agreement will receive one hundred dollars (\$100.00) for each year of seniority upon retirement by separate check. In the event of death before or after retirement, payment will be made promptly to the surviving spouse or to his estate.

Section 14 - Glasses and Eye Examination. All employees covered by this Agreement will receive one (1) examination and one (1) pair of prescription glasses, if needed, per year, not to exceed \$175.00 per year per employee to be paid for by the City.

Section 15 - Binding Arbitration. The parties agree to binding arbitration to settle the contract if an agreement cannot be reached between the parties. The fee of the arbitrator will be paid equally between the Union and the City of Frankfort.

Section 16 - Pay Checks. Both parties agree that the paychecks will be issued on Wednesday immediately following the previous Monday through Sunday pay period.

#### ARTICLE XVI - WAGES

attached hereto and marked Schedule "a" is a schedule of wage rates for the employees covered by this Agreement, including increases to be effective during the duration of this Agreement. It is mutually agreed that said Schedule "a" shall constitute a part of this Agreement.

#### ARTICLE XVII - DURATION OF AGREEMENT

Section 1. The terms and provisions of this Agreement shall remain in full force and effect until the 30th day of June, 1998, and from year to year thereafter unless either party hereto shall notify the other,

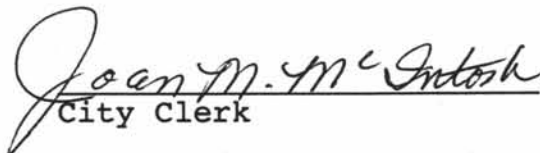
in writing at least six (60) calendar days prior to the expiration date of this Agreement, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement.

Section 2. The written notice referred to in Section 1 above shall be given by certified mail and if given by the City shall be addressed to the United Steelworkers of America, AFL-CIO-CLC, 333 River Street, Manistee, MI 49660, and if given by the Union, the notice shall be addressed to the City at its Frankfort, Michigan offices. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

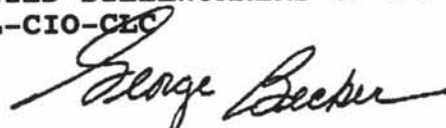
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first written above.

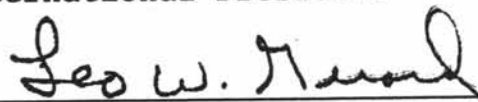
**CITY OF FRANKFORT**

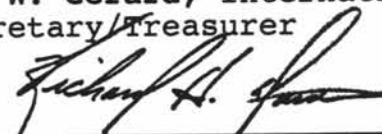
  
Catherine A. Simpson  
Mayor

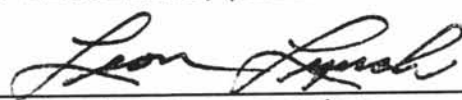
  
Joan M. McIntosh  
City Clerk

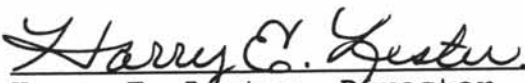
**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC**

  
George Becker,  
International President

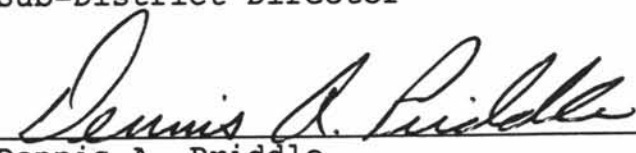
  
Leo W. Gerard, International  
Secretary/Treasurer

  
Richard A. Davis, International  
Vice-President, (Administration)

  
Leon Lynch, International  
Vice President, (Human Affairs)

  
Harry E. Lester, Director  
District 2

  
James V. Hughes  
Sub-District Director

  
Dennis A. Priddle  
Committeeman

SCHEDULE A

Effective 7/1/95

CLASSIFICATION; Secretary/Deputy City Clerk

<u>July 1, 1995</u>	<u>7-1-96</u>	<u>7-1-97</u>
10.05	10.35	10.70

**New Hire Wage Rate:** New employees shall start at 90% of the lowest wage rate. After 90 days, that rate shall be increased to 100% of the lowest wage rate.

LETTER OF UNDERSTANDING

Between

UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC  
LOCAL UNION 14557

and

CITY OF FRANKFORT

In re: Vacation Pay and Sick Leave Pay

The United Steelworkers of America, Local Union 14557, and the City of Frankfort hereby agree as follows:

A. If the present Secretary/Deputy City Clerk no longer is employed by the City of Frankfort due to retirement, voluntary termination or death, payment will be paid as follows:

1. In the event of voluntary termination or retirement, the employee will promptly be paid all unused vacation time and accumulated sick leave days at her current rate of pay.

2. In the event of death, all unused vacation time and accumulated sick leave days will be paid promptly to the surviving spouse or her estate at her current rate of pay.

CITY OF FRANKFORT

Catherine A. Simpson  
Mayor

Jean M. McIntosh  
City Clerk

UNITED STEELWORKERS OF AMERICA

James V. Hughes 10/14/95  
James V. Hughes  
Sub-District Director

Dennis A. Priddle  
Dennis Priddle, Committeeman

LETTER OF UNDERSTANDING  
Between  
UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC  
LOCAL UNION 14557  
AND  
CITY OF FRANKFORT  
JULY 1, 1995

In Re:      Responsibilities and Duties

The United Steelworkers of America, Local Union 14557, and the City of Frankfort, hereby agree the responsibilities and duties of the Secretary/Deputy City Clerk shall be as follows:

1.    Perform clerical and accounting detail related to the official duties of the City Clerk/Treasurer.

a)    Answer public inquiries and make referrals to proper authorities.

b)    Type and process all voter registrations forwarding respective information to schools and county office. Process the removing of voters for reason of moving out of City, death, etc.. Notify county office of same on monthly basis. Keep track of total number of registered voters. On an annual basis review all the registered voters and notify all who have not voted or updated their registration in five years that their registration will be cancelled unless they notify us. Advise the school and county offices of this information either by requested form or reissuing new list of voters registered in the City.

c)    Answer telephone calls, providing information on taxes, property description, owners names, water and sewer balances, election and voters registration information, council meeting dates, tourist information, etc.

d)    Issue dog licenses, filling out forms and receiving payment for same. When individual books are completed do a tally, make receipt, deposit into county/school account.

e)    Type correspondence for mayor, city clerk, others as required.

f)    Perform election duties. Type up letters to Election Inspectors chosen for that election. Setup hall with machines electrical cords, posters required on walls, sample machine and provide inspectors with envelopes, seals, poll book and other materials for tallying results. All books, forms completed by me prior to election where required. If an absentee ballots, then process prior to election date making sure envelope signed etc. then stamped in registration books and given to the election inspectors



Compute hours worked for each inspector and type up checks for their payment.

g) Periodically run tape on taxes comparing tax book to unpaid tax bills. In February run totals on all unpaid tax bills, books with breakdown for all separate millage, present with required checks for the county and the schools. Do the same for the total dog licenses sold at this time plus a check to the county for payment of same.

h) Process marriage ceremony records - make up receipt, deposit and enter as required in book kept for that purpose. Send original to the county clerk and copy to the participants.

i) Prepare checks for Launching Ramp Manager, Marina Manager.

j) Sell and process sales of garbage bags and tags.

2. Compute weekly payroll using employee time sheets breaking down into departments. Figure all necessary semi-monthly deposits for federal withholding and social security. Type up check and complete necessary forms. Total State of Michigan monthly deposit, complete form and type up check. On a quarterly basis total each individual payroll sheet, check against total payroll figures making sure they agree. Complete quarterly federal, social security, Municipal Unemployment Compensation account, Michigan Employment form and figure is any money owing, if so type up checks. Do yearly total on each individual, plus totals on workbook, issue W-2's for each employee plus required yearly forms - IRS, State of Michigan, etc. Enter in employees folders, sick leave and vacation time remaining. annually complete Workmen Compensation forms based on payroll figures. Assist employees in completing insurance forms for new hire, reimbursement of medical expenses. Report any changes which would require a change of premium for Blue Cross Insurance.

3. Open, process monthly bills to be approved at council meeting. Breakdown bills into departments. Type up list, type up checks, list check numbers on list. Run copies for department heads and council. After signed process. List in book kept for IRS all individuals where 1099's are required. Yearly total these and submit necessary forms to IRS and individuals.

4. Act as backup to City Superintendent's secretary, answering phone, typing letters, building permits, purchase orders, burning permits. Contact required DPW persons for water turn on's and off's plowing, etc. Act as backup to City Clerk/Treasurer, signing checks transferring money for weekly payrolls and monthly bills. Process mail, make deposits and renewing CD's if expiring.

5. Perform additional related work as required. Typing council minutes and doing synopsis for newspaper. Type for publications and for vacancies on Boards, Planning Commission, etc.

CITY OF FRANKFORT

Catherine A. Simpson  
Mayor

Joan M. Mc Intosh  
Clerk

UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC

James V. Hughes 10/10/95  
James V. Hughes  
Sub-District Director

Dennis A. Priddle  
Dennis A. Priddle  
Committee Person