

**AGREEMENT**  
**between**  
**THE CITY OF CORUNNA**  
**and**  
**AFSCME LOCAL 1059**

**JULY 1, 2020 THRU JUNE 30, 2025**

**AGREEMENT:** This agreement entered into on this first day of July, 2020, between the City of Corunna, Michigan, (hereafter referred to as the “Employer”) and the City of Corunna Employees, Chapter of Local #1059, affiliated with Council #25, AFSCME, AFL-CIO, (hereafter referred to as the “Union”).

**NOTE:** The headings used in this agreement and exhibits neither add to, nor subtract from the meaning, but are for reference only.

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the employees.

**ARTICLE 1. RECOGNITION (Employees covered)**

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

All Utility-Services, Street and Operation Employees, excluding Police Department, Director of Public Works, City Clerk, Deputy Clerk, Students, Elected Officials, Treasurer, Secretary Computer Operator, Office Clerical Employees, and all other employees.

**ARTICLE 2. MANAGEMENT RIGHTS**

1. The Employer, on its own behalf, and on behalf of the electorate of the City, hereby retains and reserves unto itself all powers, rights, authorities, 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.
2. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authorities which the Employer has not abridged, delegated or modified by this Agreement, or retained by the Employer.
3. The Employer may not subcontract and/or contract out work that will create a reduction in the work force, or during a layoff provided the employees are qualified and can perform the work.

**ARTICLE 3. AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **ARTICLE 4. UNION SECURITY (Union Membership)**

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective may become members of the Union for the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following such effective date.
- (c) Employees, hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may become members of the Union for the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the beginning of the employment in the unit.
- (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are no more than sixty (60) days in arrears in payment of membership dues.

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

- (a) Payment by Check-off: Employees shall tender the initiation fee and monthly membership dues by signing the "Authorization for Check-off Dues Form".

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of dues provided by the Union, and in compliance with applicable laws, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed such Authorization for Check-off of Dues form.

- (b) When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- (c) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address as designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, no later than ten (10) days following the day on which the dues were deducted. The Employer shall indicate the amount deducted. The Employer shall submit initially an alphabetical list of names and addresses and thereafter notify the financial officer of the Council of the names and addresses of employees who through a change in their employment status are no longer subject to deductions; and further advise said financial officer by submissions of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- (d) Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the Employee is no longer a member of the bargaining unit or has withdrawn his/her financial support of the Union according to the terms of the contract and authorization form. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

- (e) Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the Grievance Procedure.

## **ARTICLE 6. UNION REPRESENTATION**

It is mutually recognized that the principle of the proportional representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.

## **ARTICLE 7. SPECIAL CONFERENCES**

- (a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative, upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined of those included in the Agenda. Conferences shall be held at mutually agreed upon times. The members of the Union shall not lose time or pay for time spent in such special conferences. A representative of Council #25 may attend this meeting.
- (b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (½) hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

A representative designated by the Union during their working hours, without loss of time or pay, shall be allowed up to five (5) hours per week, non-accumulative, to investigate and present grievances to the Employer. More time may be allowed if mutually agreed upon.

Any employee having a grievance in connection with his employment shall present it as follows:

### Step I.

- (a) The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application, or alleged violations of the terms and provisions of this Agreement or working conditions in general. The informal resolution of grievances or disputes are urged and encouraged to be resolved at the lowest possible level.
- (b) The Steward and/or the employee may discuss the grievance with the Department Head.
- (c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Steward to the Department Head.
- (d) The Department Head shall answer the grievance within two (2) working days.

- (e) The aggrieved employee and/or the authorized Steward shall submit all written grievances to the immediate Supervisor within ten (10) working days from the time the aggrieved employee and/or the authorized Steward has knowledge of its occurrence in order to be proper matter for the Grievance Procedure.

Step II.

If the grievance has not been settled, the Chapter Chairperson shall present it, in writing to the City Manager within seven (7) working days after the Department Head's response is due. The Chapter Chairperson and/or the employee will discuss the grievance with the City Manager if so requested. If the matter is thereby not disposed of within two (2) working days, the City Manager shall respond to the Chapter Chairperson/Steward in writing within three (3) working days.

Step III.

If the grievance remains unsettled, the Chapter Chairperson, in writing, shall present it to the Labor Committee within seven (7) working days after the response of Step II is due. The Chairperson of the Committee shall respond, in writing, to the Chapter Chairperson within five (5) working days.

Step IV.

- (a) If the answer at Step III is not satisfactory, the Union wishes to carry it further, they shall refer the matter to the Union Council within thirty (30) working days after the reply of Step III is due.
- (b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) working days from the date of the Employer's last answer at Step III, meet with the Employer for the purpose of attempting to elect an arbitrator. In the event they cannot agree on an arbitrator within five (5) working days from the meeting called for that purpose, then the American Arbitration Association in accordance with their rules and procedures shall select an arbitrator.
- (c) There shall be no appeal for any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgement based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (d) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of Union's original demands.
- (e) Any grievance not settled by the Union within the time limits shall be deemed settled on the basis of Management's last answer.
- (f) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievant is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
- (g) After a case has been referred to the American Arbitration Association, it may be withdrawn by the moving party upon written notice to the Employer and the American Arbitration Association.

## **ARTICLE 9. PAYMENT / COMPUTATION OF BACK PAY CLAIMS**

- (a) If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within fifteen (15) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.
- (b) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

## **ARTICLE 10. DISCHARGE AND DISCIPLINE**

The right to discharge and discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline shall be made without just cause.

- (a) Notice of Discharge or Discipline: The Employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the employee's Steward of such discharge or discipline.
- (b) Representation: The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward and the Employer will make available an area where the Employee may do so before the Employee is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- (c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter will be referred to the Grievance Procedure.
- (d) Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

## **ARTICLE 11. SENIORITY (Probationary Employee)**

- (a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, the Employee shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority or benefits among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

## **ARTICLE 12. SENIORITY LISTS and SENIORITY**

- (a) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (b) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union membership with up-to-date copies on request.
- (c) Seniority shall be defined as an employee's length of continuous service in a classification within the bargaining unit since his\her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he\she has not quit, retired or been discharged without reinstatement through the grievance procedure. This paragraph does not supersede the provisions of Article 16, Transfer of Employees Out of the Bargaining Unit or Article 20, Temporary Assignments.

## **ARTICLE 13. LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- (a) The Employee quits or retires.
- (b) The Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) The Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that the Employee has lost their seniority, and their employment has been terminated.
- (d) The Employee does not return to work when recalled from layoff as set forth in the recall procedure.
- (e) The Employee is not recalled to work within the length of their service or three (3) years, whichever is the lesser.

## **ARTICLE 14. SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the classification, within the department.

## **ARTICLE 15. LAYOFF/RECALL**

Notwithstanding their position on the seniority list, the Chapter Chairperson and the Chief Steward, in the event of a layoff of any type, will be continued at work as long as there is a job that they can perform, and shall be recalled to work in the event of a layoff on the first open job which they can perform.

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

- (b) When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and can satisfactorily perform the work of the part-time or probationary employees without break-in or training period. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid-off employee without break-in or training, then the junior employee shall be retained and the next least junior employee shall be laid off.
  - 1. If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employees to enter the job classification shall be the ones removed therefrom. Employees thus removed from the job classification may replace the employee with the least seniority in any rate classification, seniority permitting, which work such replacing employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.
  - 2. In the event it becomes necessary for a layoff, the Employer shall meet with the Chapter Chairperson at least seven (7) calendar days prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- (c) Employees to be laid off shall have at least ten (10) calendar days' notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- (d) No part-time or non-bargaining unit employees will be utilized in the Public Works Department for work customarily performed by Public Works Employees during any layoff under this Article, with the exception of Meter Reading.
- (e) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 9 (c). Notice of recall shall be sent to the employee at their last-known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of notice of recall, the employee shall be considered a "quit".

## **ARTICLE 16. TRANSFERS OF EMPLOYEES (Out of the Bargaining Unit)**

- (a) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they transferred. If an employee is in a position outside the bargaining unit more than six (6) months, their seniority shall be frozen as of the date they transferred out of the unit. However, total years of service will be used in computing fringe benefits.

## **ARTICLE 17. PERMANENT OPENINGS AND NEW POSITIONS**

- (a) Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) days, setting forth the minimum requirements for the position in a conspicuous place in each department. Employees interested shall apply in writing within the seven (7) calendar day posting period. The senior employee applying for the vacancy and who meets the minimum requirements shall be granted, by written notification, a six (6) month trial period to determine:

- (1) The Employee's desire to remain on the job.
- (2) The Employee's ability to perform the job.

In the event the senior applicant is denied the position, reasons for denial shall be given in writing to such employee's Steward. In the event, the senior applicant disagrees with the reasons for the denial; it shall be a proper subject for the Grievance Procedure.

- (b) During the six (6) month trial period, the employee shall have the opportunity to revert back to their former position upon written notice served on the Employer. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) The trial period may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 18. PERSONAL LEAVE WITHOUT PAY**

- (a) The Employer may grant personal leave without pay for reasonable periods of time not to exceed six (6) months. Additional time may be granted subject to Employer approval.
- (b) A written request must be submitted at least twenty-four (24) hours in advance in order for an employee to be considered for such leave.
- (c) Denial of properly submitted request for personal leave without pay by the Employer shall not be subject to the current Grievance Procedure for the duration of this Labor Agreement nor in the future by any bargaining unit member and/or the Union if denied because of the Employer work load.

## **ARTICLE 19. UNION BULLETIN BOARDS**

- (a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events.
  2. Notices of elections.
  3. Notices of results of elections.
  4. Notices of meetings.

## **ARTICLE 20. TEMPORARY ASSIGNMENTS**

- (a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.
- (b) In the event that no bargaining unit employee applies for the vacancy, the Employer may post and fill the position for the term of the vacancy with a temporary full-time employee. Temporary full-time employees will receive no benefits except as required by law, or by benefit plan documents (such as MERS or health care plans). These temporary employees shall be paid no more than the starting rate for the classification filled. In the event a temporary full-time employee is promoted to a permanent position, time worked as a temporary full-time employee shall not count towards establishing a seniority date provided there is no break in service from the bargaining unit position. It is understood that the provisions of the existing agreement entered into between the parties do not apply to the temporary full-time employees unless such provision is specifically named.

## **ARTICLE 21. JURY DUTY**

An employee who serves on jury duty will be paid the difference between their pay on jury duty and their regular pay after showing proof of such duty, in addition to provided mileage.

## **ARTICLE 22. EQUALIZATION OF OVERTIME HOURS**

Overtime hours (other than regular scheduled on-call employees) shall be divided as equally as possible among employees in the same classification in their departments. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each department.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hours minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement, and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year.

## **ARTICLE 23. WORKER'S COMPENSATION (On the Job Injury)**

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to their Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and their regular weekly income based on forty (40) hours not to exceed one (8) months.

## **ARTICLE 24. WORKING HOURS AND SHIFT PREMIUMS AND HOURS**

- (a) Normal work week for D.P.W. will be Monday through Friday, eight hours per day, forty hours per week, beginning at 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch break.

Summer hours will be Monday through Thursday, ten hours per day, forty hours per week from May 1<sup>st</sup> through September 1<sup>st</sup>, beginning at 6:00 a.m. to 4:30 p.m.; with a one-half (1/2) hour unpaid lunch break. The employer may assign one employee to work Friday in lieu of Monday if deemed to be to the benefit of city operations, and only after a special conference is held and the matter discussed with the Union.

- (b) The Employer shall not change the regular schedule of employees unless a special conference is held and the matter discussed with the Union.
- (c) During the course of the workday, the employer may provide opportunity for rest/snack/coffee breaks for the well being of the employee. Any such breaks shall be at the discretion of the employer, and shall taken responsibly so as not to interfere with productivity.
- (d) For the purpose of this Agreement, on-call employees, assigned on a seniority rotation basis shall receive a weekend rate of \$55.00 per weekend.
- (e) The normal weekend will commence at the close of the final scheduled shift of the week, and end at the beginning of the first scheduled shift of the following week.
- (f) For the purpose of dealing with holiday weekends, the on-call employee shall receive \$25.00 compensation for the additional day of the weekend.

## **ARTICLE 25. BEREAVEMENT LEAVE**

An employee shall be allowed three (3) working days as bereavement leave days not to be deducted from PTO for a death in the immediate family. Any extra days required may be allowed based on the circumstances upon approval of the City Manager.

## **ARTICLE 26. TIME AND ONE-HALF AND DOUBLE TIME**

- (a) **Time and One-Half** For all hours over eight (8), or ten (10) during summer hours in one day.
- (b) **Time and One-Half** For all hours in excess of the forty (40) hour workweek.
- (c) Overtime or other premium rates shall not be pyramided (i.e. compounded or paid twice for the same hours worked).
- (d) **Time and One-Half** For Saturday and Sunday.
- (e) For all hours worked on holidays that are defined in this Agreement, double time shall be paid in addition to holiday pay.

**ARTICLE 27. HOLIDAY PROVISIONS**

The paid holidays are designated as:

- |                                   |                   |
|-----------------------------------|-------------------|
| New Year’s Day                    | President’s Day   |
| Good Friday                       | Memorial Day      |
| July 4 <sup>th</sup>              | Labor Day         |
| Veteran’s Day                     | Thanksgiving Day  |
| Friday following Thanksgiving Day | Christmas Eve Day |
| Christmas Day                     | New Year’s Eve    |

- (a) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. During the summer schedule, should a holiday fall on a Friday or Saturday, Thursday shall be considered the holiday.
- (b) An employee will not receive holiday pay for the designated holidays if the Employee is absent without leave the scheduled workday preceding the holiday or the schedule work day following the holiday.
- (c) Holidays shall be paid based on eight (8) hours per holiday, or ten (10) hours during the summer schedule.

**ARTICLE 28. PAID TIME OFF (PTO)**

PTO shall be granted to all regular full-time employees who have completed six (6) months of employment. All leave shall be earned in advance and must be taken during the year following. If a new employee leaves the employment of the City before completing six months of work, they will receive no PTO. An employee who has served six months or more shall be paid for any unused PTO due to them when they leave the City. An employee who resigns without proper written notice, as provided for in these rules, shall not be paid for unused PTO.

An employee will earn credits toward PTO in accordance with the following schedule:

- Six months to one year.....80 work hours
- One to four years..... 120 work hours
- Five to seven years..... 160 work hours
- Eight to eleven years..... 200 work hours
- Twelve or more-years..... 220 work hours

All Regular PTO must be scheduled in advance with the department head, and approved by the City Manager. The Department Head shall schedule PTO so as to provide the least disturbance to the efficient conduct of the City as related to the duties of the employee. In the event of emergency or medical leave, the employee shall provide notification to the department head as soon as possible, but no later than prior to the beginning of the shift.

- (a) PTO will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- (b) PTO may be split into periods of less than a day, providing such scheduling does not drastically interfere with the operation.

- (c) Upon written request of the Employee prior to their anniversary date, up to 40 work hours may be carried over into the next year. Upon written request of the Employee prior to their anniversary date, up to 80 work hours may be converted to pay at the employees' standard hourly rate of pay, subject to provisions of the HCSP. Additional PTO must be used within the year earned, except upon permission received in advance of the employee's anniversary date from the City Manager for additional carry over. Unused PTO shall otherwise be forfeited after the employee's next employment anniversary date.
- (d) If an employee becomes ill and is under the care of a duly licensed physician during their PTO, his PTO may at the employee's discretion be rescheduled. In the event their incapacity continues through the year, the employee may be awarded payment in lieu of the unused portion of their PTO or their PTO may be carried over to the next year at the employee's option.
- (e) If an employee is laid off or retired, quits and gives two (2) weeks notice, or the Employer severs is their employment, the Employee will receive any unused PTO credit, including that accrued in the current calendar year. In the event of a death of employee, the unused PTO credit, including that accrued in the current calendar year, shall be paid to the employee's beneficiary. A recalled employee who received credit at the time of layoff for current calendar year shall have such credit deducted from their PTO the following year.
- (f) Rate During PTO: Employees will be paid their current rate based on their regular scheduled day while on PTO and will receive credit for any benefits provided for in this agreement.
- (g) Upon written request of the Employee, overtime hours may be converted PTO hours at straight time, not to exceed 40 hours per year.

## **ARTICLE 29. HOSPITALIZATION AND MEDICAL COVERAGE**

The Employer agrees to pay a portion of the premium for hospitalization-medical coverage for the Employee and their family; the benefits will be provided as per the administrative manual, and as provided to Department Heads and Non-Represented Employees. All plan changes must be discussed with the union in special conference prior to implementation.

Net Plan Provisions Effective January 1, 2020: BCN HMO HSA Gold 2000 with \$2,000 individual/\$4,000 family deductible and out-of-pocket max of \$3,500 individual/\$7,000 family. The plan includes Pharmacy 1RX, Delta Dental Insurance Coverage and VSP Vision Care.

### Employee Premium Co-Pay:

The employee shall pay 20% of the full premium pay as premium as co-pay.

### Employee Opt-Out:

Employees who opt for no health care insurance are to be paid \$3,600 annually, to be paid out on a monthly schedule. Employees eligible for a Full Family Plan and/or a Two Person Plan who opt for a Single Subscriber (Employee Only) Plan are to be paid \$1,200 annually, to be paid out on a monthly schedule.

To qualify, employees shall provide proof of alternative coverage.

## **ARTICLE 30. LIFE INSURANCE COVERAGE**

The Employer agrees to pay the full premium of a \$50,000 term life insurance plan for each employee. Such coverage shall also contain a double indemnity provision for accidental death and dismemberment.

## **ARTICLE 31. COMPUTATION OF BENEFITS**

PTO, bereavement, holidays and Worker's Compensation shall be considered the same as hours worked for the purpose of computing overtime and benefits as covered by this Agreement.

## **ARTICLE 32. GENERAL PROVISIONS**

The following general provisions are attached to and made a part of the Agreement:

### **(a) Strikes and Lock-outs**

The Employer shall institute no Lockout of employees during the terms of this Agreement.

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall an employee be required to act as a strikebreaker or go through picket lines.

### **(b) Work Rules**

1. The Employer has the right to promulgate and uniformly enforce work rules that are reasonable and do not conflict with or modify the existing contract.
2. New work rules must be approved by the City Manager and presented to the Union through its Chapter Chairperson at least fifteen (15) working days prior to the effective date of the work rule being established. In the event the Union disagrees with the work rule being established because it is not reasonable or being uniformly applied, it shall be proper subject for the Grievance Procedure.
3. In the event the proposed work rule is in conflict with or modifies the existing contract, or in the event the work rule is unjust or unreasonable, the conference committee shall be convened to discuss and amend or correct the proposed work rule.
4. All work rules established now or hereafter shall be published by being mailed to each employee covered by the work rule, and copies of work rules then in effect shall be given to all new employees upon employment.
5. The Employer agrees to maintain a file of established work rules. Such file shall be available to the proper Union officials.

### **(c) Severability**

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan.

The parties further agree that in the event a court of competent jurisdiction rules that the Employer was without legal authority to negotiate a specific Article, Section, or portion thereof of this Agreement, such decision of the court may apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

### **ARTICLE 33. WAIVER**

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

### **ARTICLE 34. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and until June 30, 2025.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, at least sixty (60) days prior to the above termination date, given written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, at least sixty (60) days prior to the current year's termination date.
- (c) If the notice of amendment of this Agreement has been given in accordance with the above paragraphs, either party may terminate this Agreement on ten (10) days written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to 402 North Shiawassee, Corunna, Michigan 48817; or to any such address as the Union and the Employer may make available to each other.
- (f) All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

## **ARTICLE 35.1 PENSION**

For employees hired prior to July 1, 2001, the employer shall make the total contribution and continue the Pension Program with the Michigan Municipal Employees Retirement System Benefit Plan B-3 (2.25% Multiplier) with Riders E-1, E-2, FAC-3, F-50/25 and RS50%. The employee shall contribute 2.5% of gross wages towards the plan.

For employees hired on or after July 1, 2001, the employer shall make the total contribution and continue the Pension Program with the Michigan Municipal Employees Retirement System Benefit Plan B-2 (2.0% Multiplier) with riders V-10, FAC-5 and F-55/25. The City Council may, from time to time, at its sole discretion, adopt the E-1 or E benefit. The employee shall contribute 2.5% of gross wages towards the plan.

For New Hires hired on or after July 1, 2012, the employer shall make the contribution and continue the Pension Program with the Michigan Municipal Employees Retirement System Benefit Plan C-1 (1.5% Multiplier) with riders V-10 and FAC-5. The City Council may, from time to time, at its sole discretion, adopt the E-1 or E benefit. The employee shall contribute the greater of 2.5% of gross wages, or the percentage necessary to cap the employer's total contribution at 10% of base salary.

For all employees, the final average compensation shall not include more than 260 hours of paid leave subject to provisions of the HCSP, and shall not include overtime.

## **ARTICLE 35.2 HEALTH CARE SAVINGS PROGRAM**

Employees agree to participate in an Employer sponsored Health Care Savings Program (HCSP); the benefits will be provided as per the administrative manual, and as provided to Department Heads and Non-Represented Employees. All plan changes must be discussed with the union in special conference prior to implementation. The Employer will make a one-time contribution to the Employees Health Care Savings Program in the amount of \$25.00 per week credited MERS service time to the City of Corunna for service prior to July 1, 2020.

## **ARTICLE 36. CLASSIFICATION AND RATES**

All employees' positions herein described shall be employed within the City of Corunna, Department of Public Works and assigned to one of the following classifications.

### **GRADE 1 (License Grade)**

Grader Operator, Blade Trucks, Dump Trucks, Sewer Jetter and all other vehicles requiring a CDL, Mechanic and Garage Operations and Functions, Certified Water Operator, or another qualifying License.

### **GRADE 2**

Backhoe, Bobcat, Tractors, Street Sweeper and other vehicles not requiring a CDL. Cemetery Operations, Parks Operations, other equipment as required.

### **GRADE 3**

Laborer, Janitorial Operations, Lawn Mowing Operations, Facility Maintenance, Meter Reading, entry-level positions, and operation of a pickup truck.

**WAGE RATES**

**Grade 1 Classification**

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>1-YEAR</u>	<u>3-YEARS</u>	<u>5-YEARS</u>
07/01/2020	\$21.22	\$21.59	\$21.89	\$22.29
07/01/2021	\$21.86	\$22.24	\$22.55	\$22.96
07/01/2022	\$22.52	\$22.91	\$23.23	\$23.65
07/01/2023	\$22.97	\$23.37	\$23.69	\$24.12
07/01/2024	\$23.43	\$23.84	\$24.16	\$24.60

**Grade 2 Classification**

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>1-YEAR</u>	<u>3-YEARS</u>	<u>5-YEARS</u>
07/01/2020	\$17.87	\$18.82	\$19.81	\$20.85
07/01/2021	\$18.41	\$19.38	\$20.40	\$21.48
07/01/2022	\$18.96	\$19.96	\$21.01	\$22.12
07/01/2023	\$19.34	\$20.36	\$21.43	\$22.56
07/01/2024	\$19.73	\$20.77	\$21.86	\$23.01

**Grade 3 Classification**

<u>EFFECTIVE</u>	<u>STARTING</u>	<u>1-YEAR</u>	<u>3-YEARS</u>	<u>5-YEARS</u>
07/01/2020	\$12.74	\$13.42	\$14.13	\$14.87
07/01/2021	\$13.12	\$13.82	\$14.55	\$15.32
07/01/2022	\$13.51	\$14.23	\$14.99	\$15.78
07/01/2023	\$13.78	\$14.51	\$15.29	\$16.10
07/01/2024	\$14.06	\$14.80	\$15.60	\$16.42

License Premiums of fifty cents (\$0.50) per hour for first license required by Employer and fifty cents (\$0.50) per hour for each additional license required by Employer. Employees shall obtain licenses required by employer within 12 months of requirement.

Placement on wage schedule shall be in accordance with employee's longevity with the City based on the employee's date of permanent hire.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event, the Union does not agree that the rate is proper; it shall be subject to negotiation.

**ARTICLE 37. PAID PART-TIME & VOLUNTEER HELP**

- (a) Part-Time Employees: Part-Time employees may be employed to a total of four (4) with no confinement on their period of employment but limited to working less than thirty (30) hours per week. Part-Time employees may be used for Any and All duties for which they are properly licensed and trained, except that Part-Time employees may not be used for Grade 1 duties outside of the regular work schedule (other than in cases of emergency)..
- (b) Volunteers and Work Programs: Volunteers (comprised of Commission Members, Authority Members, and other Non-Paid Volunteers, as examples) and Work Programs (comprised of Community Service, Court-Release, Jobs Training Programs, Educational Programs, Training Programs and In-Kind Service, as examples) may perform Cemetery Operations, Parks Operations, Maintenance, Janitorial and Improvement Services, as long as bargaining unit members normal work hours are not adversely affected.

- (c) General Provisions: In the event a part-time employee is promoted to a permanent position, time worked as a part-time employee shall not count towards longevity or establishing a seniority date. It is understood that the provisions of the existing Agreement entered into between the parties do not apply to these part-time employees.

### **ARTICLE 38. TEMPORARY SUPERVISOR & CREW LEADER – D.P.W.**

When the regular supervisor is absent for reasons such as vacation, sick leave, etc., there may be a temporary supervisor appointed from the rank and file by the City Manager to act in their place.

The temporary supervisor shall have all the duties, responsibilities, and authority of the regular supervisor including on-call duty. The person appointed shall be on salary of 15% above the Grade I classification wage rate.

### **ARTICLE 39. ORIENTATION – NEW EMPLOYEES**

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and their rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area Steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to management and for a reasonable period.

### **ARTICLE 40. TUITION/CERIFICATION REIMBURSEMENT**

Employees will be reimbursed for accredited college, skilled trade or required license courses which either comply with a curriculum guide approved by the City Manager and on file in the employee's personnel file, or is directly related to the employee's field of employment.

All courses must be approved by the City Manager prior to enrollment. All reimbursements will be approved only if adequate funds are budgeted and available in the departments respective Professional Development Line Item. Reimbursement will be paid on successful completion of the course.

Permanent full-time employees will be reimbursed tuition fees (no lab or book fees) up to an associate's degree. Permanent part time employees working at least twenty (20) hours per week will be reimbursed tuition fees (no lab or book fees) at 50% up to an associate's degree.

Employees who are receiving educational assistance from other sources shall not be eligible for reimbursement where it would provide moneys beyond actual costs.

To receive reimbursement the employee must within ninety (90) days of successful completion of the course: 1) submit copies of transcripts, report cards, or other proof of completion, along with receipts for all tuition; and 2) receive a grade point of 2.5 or higher or "pass" for a pass/fail course.

Employees whose employment is terminated prior to the completion of approved course work will not be eligible for reimbursement.

Employees who voluntarily discontinue their employment will reimburse the employer for classes completed within the last twelve months prior to their termination date. Any exceptions to repayment of reimbursement based on voluntary termination must be addressed by the City Council.

Reimbursement of 100% will be paid for Class Grade Point of 3.0 or higher. 90% will be paid for Class Grade Point of 2.5 but less than 3.0.

**ARTICLE 41. UNIFORMS AND CLOTHING ALLOWANCE**

Employees shall pay for the cleaning of all clothing and uniforms issued by the Department or purchased with the clothing allowance.

Upon successful completion of the probationary period, Employer shall furnish Employee with standard uniform items necessary to the proper function of duties as prescribed below:

- 6-Polo Short Sleeve Shirts
- 1-Cold Weather Jacket
- 1-Pair of Gloves

All uniform items, as described above, shall be replaced by the Employer as necessary. Before the Employer shall be obligated to replace uniform items, the employee will turn in all worn or destroyed uniform items.

Uniform items issued to a probationary Employee shall be returned to Employer at the conclusion of the probationary period.

In addition, the Employer shall provide Employee with a clothing allowance of \$300.00 per year on the first regular payroll check issued during the month of August. New employees will receive a prorated allowance upon successful completion of the probationary period. Employees are responsible to provide for their own pants/jeans, belts, hats, caps, shoes and boots necessary to the proper function of duties in a color/style as approved by Employer.

**ARTICLE 42. PERSONNEL MANUAL**

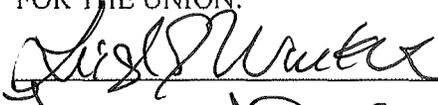
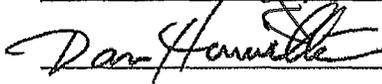
The provisions of the City of Corunna Personnel Manual apply to all bargaining unit members, except as modified by this Agreement.

**ARTICLE 43. EFFECTIVE DATE**

This Agreement shall become effective as of July 1, 2020.

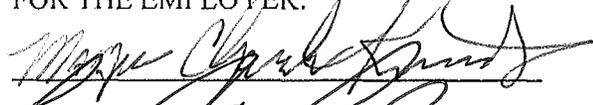
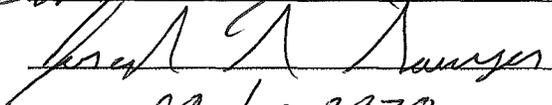
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: 6-29-20

FOR THE EMPLOYER:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: 30 Jun 2020

