

CONFIDENTIAL

AGREEMENT

between the

CITY OF SOUTH LYON

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO

SECRETARIAL – CLERICAL
BARGAINING UNIT

JULY 1, 2015 – JUNE 30, 2018

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COLLECTIVE BARGAINING AGREEMENT
between
CITY OF SOUTH LYON
hereinafter referred to as the "Employer"
and
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO
hereinafter referred to as the "Union"

ARTICLE 1

PURPOSE

It is the general purpose of this Agreement to promote the mutual interests of the City and its employees, and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE II

UNION RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for the following employees:

All Secretarial and Clerical employees, including but not limited to, the Administrative Secretary (D.P.W. and Wastewater Treatment Department), Records Clerk (Police Department), Deputy Treasurer, and all other employees in the City of South Lyon as certified by M.E.R.C. Case No. R92 K-232, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, excluding City Manager's Executive Secretary and part-time employees working twenty-four (24) hours per week or less.

ARTICLE III

UNION SECURITY

If there is a change in the law so that the following is enforceable in whole or in part, but currently it is not, then the following provision shall govern the employees covered by this Agreement to the full extent that it is enforceable: All employees employed in the bargaining unit, or who becomes employees in the bargaining unit, who are not already members of the Union, shall within thirty-one (31) calendar days of the effective date of this Agreement, or within one hundred and twenty (120) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

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

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

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

ARTICLE IV

CHECK-OFF

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office on a form supplied

by the Union no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and Local 324 I.U.O.E. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 324 of the International Union of Operating Engineers, AFL-CIO.

The Union will indemnify and save the Employer harmless from any lawsuits or judgments arising from the collection of dues, initiation fees, and service fees as specified in this Agreement.

ARTICLE V

MANAGEMENTS RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished herein, are reserved to, and remain vested in the City, including but without limiting the generality of the foregoing, the right to:

- A. Manage its affairs efficiently and economically, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or method of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Subcontract any or all work, processes or services, or the construction of new facilities, or the improvement of existing facilities (this Section will not be used to erode present work in the bargaining unit).
- D. Determine the number, location, and type of facilities and installations.

- E. Determine the size of the workforce and increase or decrease its size.
- F. Permit municipal employees, not included in a bargaining unit, to perform bargaining unit work when, in the opinion of management, this is necessary to maintain essential municipal services (this Section will not be used to displace regular employees in the bargaining unit).
- G. Direct the workforce, assign work and determine the number of employees assigned to operations.
- H. To establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classifications not to conflict with the provisions of this Contract.
- I. Establish work schedules and assignments.
- J. Discipline and discharge employees for cause.
- K. Adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs.
- L. Exercise all other rights and privileges heretofore belonging to the City (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged by this Agreement.

ARTICLE VI

NON-DISCRIMINATION

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

ARTICLE VII

VISITATION

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Employer premises during working hours for the purpose of investigating and assisting in the adjusting of grievances,

provided such visitation does not disrupt ordinary operations of the Department, and with prior approval of the City Manager.

ARTICLE VIII

STEWARDS

Section 1.

Employees may be represented by a Steward, whose identity shall be made known to the Employer. In the absence of the regular Steward, the Union will assign an Alternate.

Section 2.

The Steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer after notification has been given to the immediate supervisor. Abuse of this privilege shall subject such employees to disciplinary action.

Section 3.

The Steward, without loss of time or pay, may attend contract negotiation meetings.

ARTICLE IX

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for reasons which shall be given to the employee in writing.

When the Employer feels disciplinary action is warranted, such action must be initiated within thirty (30) working days from the date of the occurrence of the condition giving rise to the action, or within thirty (30) working days that the Employer became fully aware of conditions giving rise to the discipline.

Notice of Discharge, Suspension or Discipline:

The Employer agrees that upon the discharge, suspension or discipline of an employee to notify, in writing, the designated Chief Steward and the Union office of the discharge, suspension or discipline.

Records of discipline will not remain in an employee's personnel file for longer than two (2) years from the date it was issued.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1.

- A. A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns (1) discipline, or (2) the interpretation or application of any provision of this Agreement, and interpretation grievances may be processed directly to Step Two (2) of the Grievance Procedure.
- B. An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.
- C. The time elements in the Steps can be shortened or extended by mutual written agreement.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- E. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- A. An employee having a grievance shall present it in writing to their immediate supervisor.
- B. The supervisor shall give his decision in writing within five (5) working days.

STEP TWO

- A. In the event the grievance is not settled by the immediate supervisor, the Steward shall submit the grievance in writing, to the City Manager, within five (5) working days from the receipt of the supervisor's response. The employee and the Steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

- B. The City Manager shall give his decision in writing within five (5) working days.

STEP THREE

- A. In the event the grievance is not satisfactorily resolved at Step Two (2), the appealing party may submit the grievance to State Mediation within fifteen (15) calendar days from receipt of the decision rendered by the City Manager or his designated representative. Said mediation will be recommendation, or decision of the mediator shall not be binding on either party. Inasmuch as the mediator will not be obligated to render any written decision or recommendation, his/her services for purposes herein will be construed to be concluded upon written notification from either party that utilization for the mediator will no longer be required.

STEP FOUR

- A. If the grievance is not able to be settled by mediation, then within fifteen (15) calendar days from the conclusion of mediation, the grievance may be submitted to arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within (10) ten days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.
- C. The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
- F. The arbitrator's per diem fees and expenses shall be split equally between the parties..
- G. The arbitrator shall render his decision in writing not later than thirty (30) days calendar days from the date of the conclusion of the arbitration hearing. The arbitrator's decision shall be binding on both parties.

ARTICLE XI

LAY-OFF AND RECALL

Section 1.

A lay-off shall be defined as the separation of any employee for lack of work or limitation of funds as determined exclusively by the City. Employees who are scheduled to be laid off shall be given fifteen (15) calendar days notice prior to lay-off. The City shall furnish the Union with a list of the names of the persons to be laid off at the same time as notice is given to the employee(s). It is understood that lay-offs shall be made on the basis of seniority, provided that any person who remains in a retained position is qualified to perform the job duties of that position.

Section 2.

In the event of a lay-off, all part-time, temporary or seasonal employees in classifications affected by the lay-off shall be laid off prior to the lay-off of a regular employee.

Section 3.

Notice of recall may be telephoned, confirmed by certified mail to the employee's address of record. Employees will be given five (5) calendar days notice.

Section 4.

Employees failing to report within five (5) calendar days of the assigned reporting date shall be considered terminated and shall forfeit all seniority rights. Employees will be compensated for all accrued benefits which are normally granted upon separation from employment with the City.

Section 5.

Recall shall take place in the inverse order of lay-off (i.e., the most senior employee recalled first.).

Section 6.

Employees on lay-off shall have recall rights for a period of one (1) year or the length of their seniority, whichever is less.

ARTICLE XII

NEW JOBS

Section 1.

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

Section 2.

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee successfully completed his/her probationary period.

ARTICLE XIII

LEAVES OF ABSENCE WITH PAY

Section 1. Court Appearance Leave During Scheduled Working Hours

A. Definition

Court appearance leave is an absence from work during scheduled working hours, for which the employee is paid as if he were at work, if the absence is caused by the employee being subpoenaed to appear in court for matters arising out of their employment.

B. Eligibility

- (1) Only those employees who are subpoenaed or ordered to appear in court during their regular working hours are eligible to use court appearance leave.
- (2) Employees eligible for overtime who appear in court as volunteer witnesses, or who appear on their own behalf, will not be eligible to use this type of leave.

- (3) Employees requesting the use of court appearance leave must show proof of subpoena, and will be required to deposit all witness fees, less mileage payments, with the City Treasurer.
- (4) Employees on court appearance leave will continue to accumulate sick leave and annual leave as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations while on approved court appearance leave.

Section 2. Jury Duty Leave

A. Definition

Jury duty leave is an absence from work for which the employee is paid as if he were at work, if the absence is caused by the employee being ordered to serve as a juror.

B. Eligibility

- (1) Employees requesting the use of jury duty leave must show proof of being drawn for jury duty and will be required to deposit all fees received for such duty, less mileage payments, with the City Treasurer.
- (2) Employees on jury duty leave will continue to accumulate sick leave and annual leave as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations for the time served on approved jury duty leave.
- (3) If the employee should become sick while serving on a jury and is unable to appear as a juror, the employee will be paid for that day or days and the time deducted from his sick leave accumulation.

ARTICLE XIV

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Definition of Leave of Absence Without Pay

- A. A leave of absence without pay is a predetermined amount of time off from work, without pay, which has been recommended by the employee's department head. All time for which a full-time City employee is to be continued as an employee, but not paid, should be considered as a leave of absence without pay, whether it is one (1) day or the maximum time allowed which is ninety (90) days.

- B. With the exception of covering time off from work of a pregnant employee for the immediate prenatal, birth, and immediate postnatal period under the provisions of Rule 15, Maternity Cases, the fact that a leave is possible under these regulations does not mean that the requested leave must be granted. A leave of absence deprives the employee's department of the services of an employee who it is assumed is needed if the department is to properly do its job. Leaves of absence without pay, except in the case of disciplinary leaves, should be considered as a privilege, and the best interests of the department and the City service must be the determining factors in whether such leaves are granted or not.
- C. When an employee is granted a leave of absence without pay, the department head commits himself to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when he went on leave. Any substitutes hired to fill in for employees on leaves of absence without pay, should be hired accordingly.
- D. When granted a leave of absence without pay, the employee commits himself to returning to work at the end of the leave.

Section 2. Effect of a Leave of Absence Without Pay on the Employee

- A. During a leave of absence without pay the employee:
 - (1) Does not receive pay from the City;
 - (2) Does not earn annual leave;
 - (3) Does not earn sick leave;
 - (4) Does not get paid for legal holidays occurring during the leave;
 - (5) Has no time deducted from his annual leave, sick leave, or overtime accumulations to cover the time off on the leave of absence without pay;
 - (6) Remains a member of the City of South Lyon's Employee Retirement Plan but:
 - a. Cannot withdraw retirement contributions while on leave of absence, only upon separation.
 - b. Cannot pay retirement contributions.
 - c. Does not earn credit toward the Service Increment Plan, or credit toward the rate of annual leave accumulation for the period covered by the leave.

- (7) Must pay any group hospitalization premiums falling due during any month in which the employee has not worked at least one (1) day. (Such premiums are normally paid by the City for full-time employees.) Employees on such leaves should contact the City;
- (8) Will retain full coverage under the employee's group life insurance plan. For all leaves other than for sickness or compensable injury, the employee must continue to pay his group life insurance premiums for the term portion of the employee's group life insurance.

Section 3. Military Leave

- A. For required periods of military training or service during times of war or national emergency, draft, or required National Guard or Reserves training.
- B. Such leaves are limited to the length of time provided by applicable Federal and State statutes.
- C. Employees on leave to attend National Guard or Reserves training encampments (usually called "summer training duty") will continue to accumulate sick leave and annual leave time as they normally would if they had been working during this period of time;
- D. Employees on such leaves should consult the separate literature on the group life insurance plan and hospitalization insurance plan for the effect of military service on such programs.

Section 4. Procedure

- A. Employees who desire a leave of absence without pay should apply to their Department Head in writing.

Section 5. Return from Leave of Absence Without Pay

- A. If an employee fails to return to City employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the employee is considered to be a voluntary quit.
 - (1) Failure to contact the Department Head at the end of a leave shall be grounds for labeling the separation from the City service a voluntary quit.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1.

Bereavement leave is an absence from work for not more than three (3) consecutive working days, for which the employee is paid just as if she were at work, because the reason for the absence is the death of a member of her immediate family or household as described by the following. An additional two (2) days with pay will be granted if the funeral is more than two hundred (200) miles away.

Section 2.

Immediate family is described as follows (whether the relationship is natural, adoptive, step or foster in nature):

Spouse	Spouse's Parent	Aunt
Child	Spouse's Grandparents	Uncle
Parent	Brother-in-Law	Nephew
Guardian	Sister-in-Law	Niece
Grandparent	Son-in-Law	
Brother	Daughter-in-Law	
Sister	Members of the employee's	
Grandchild	household at time of death	

Section 3.

Arrangements must be secured before the leave is used with the employee's Department Head. Employees must submit their request for bereavement leave in advance of leaving.

ARTICLE XVI

PERSONAL BUSINESS LEAVE

Section 1.

Regular full-time employees will be granted three (3) full days leave in each calendar year with pay for "personal business". An employee excused from work under this Section shall receive the amount of wages exclusive of any and all premiums that he would have earned by working straight time hours on such scheduled days of work for which he was excused. This time paid will not be counted as hours worked for purposes of overtime. Leave days are not cumulative.

Section 2.

Personal business leave may be taken at any time during the calendar year except that such leave may not be taken in conjunction with the employee's vacation. An employee must

first secure advance approval from his immediate supervisor in order to take personal business leave.

ARTICLE XVII

UNIFORMS

The city, at its discretion, may provide employees with uniforms.

ARTICLE XVIII

VACATIONS

Section 1.

Regular full-time employees will be granted paid vacations in accordance with the following schedule:

<u>Years of Service Completed</u>	<u>Days of Vacation</u>
After Six (6) months	Five (5)
After One (1) year	Five (5) additional days, plus the unused after six (6) months
After Two (2) years	Twelve (12)
After Five (5) years	Fifteen (15)
After Ten (10) years	Twenty (20)
After Twenty (20) years	Twenty-five (25)

Maximum accumulation shall be forty (40) days. Employees may choose to cash out up to 10 days of accumulated vacation time provided they have at least 30 days in their vacation bank

Section 2.

The time at which an employee may take a vacation shall be determined by the Department Head, with due regard to the employee, and particular regard to the needs of the department. Vacation times shall be scheduled by May 1st of each year if an employee wishes to exercise his seniority preference for the selection of vacation.

An employee may, however, schedule a vacation at any time during the year upon two (2) weeks' notice to the Department Head, subject to the provisions above.

Section 3.

Employees' vacation pay shall be computed on the basis of his regular straight time rate, exclusive of any and all premiums, and will be paid in conjunction with the regular bi-weekly pay day schedule. If a regular pay falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his paycheck in advance before going on vacation. Employees so eligible and desiring such advanced pay, must make written request to the City Bookkeeper at least two (2) weeks before leaving on vacation.

Section 4.

Vacation may be taken in single day increments.

Section 5.

A vacation may not be waived by an employee and extra pay received for work during that period.

Section 6.

When a paid holiday, as defined by this Agreement, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

ARTICLE XIX

HOURS OF WORK

Section 1. Work Day

A. Length

For pay computation purposes, the normal City work day is eight (8) hours (excluding the lunch period) in a twenty-four (24) hour period starting at 12:01 a.m.

B. Business Hours

While most City business offices shall be open from 8:30 a.m. to 5:00 p.m., the hours of beginning and ending of work shifts vary with the situations facing particular departments at particular times and are the responsibility of the Department Head involved, provided that no schedule work shift shall be longer than eight (8) hours of work (excluding the lunch period), nor less than seven and one-half (7-1/2) hours (excluding the lunch period).

C. Relief Periods

All employees scheduled to work a full shift shall be granted one (1) fifteen (15) minute relief period before the lunch period, and one (1) fifteen (15) minute relief period after the lunch period.

Section 2. Work Week

The normal City work week is five (5) days of work in a seven (7) day period.

Section 3. Overtime Pay

All hours worked in excess of eight (8) hours in a day or all days worked in excess of five (5) in a week will be paid at time and one-half (1-1/2) the employee's regular hourly rate.

Section 4. Meeting Pay

When an employee is required by the Employer to attend a meeting after their regular working hours, to take minutes, they will be paid at the rate of time and one-half (1-1/2X) for time worked, or a minimum of two (2) hours at time and one-half (1-1/2X), whichever is greater.

ARTICLE XX

SENIORITY

Seniority shall be defined as the length of continuous service from last date of hire. Employees shall not be entered on a seniority list, or exercise seniority rights, until the completion of the probationary period.

ARTICLE XXI

HOLIDAYS

Section 1.

Regular full-time employees shall be allowed time off with eight (8) hours pay at the employee's straight time hourly rate of pay for the following holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve Day

Christmas Day

Independence Day
Labor Day

New Year's Eve Day
Employee's Birthday

Section 2.

To be eligible for holiday pay, an employee must:

- A. Work full-time on the date the holiday occurs;
- B. Work in full the employee's regularly scheduled straight time work day prior to, and the employee's regularly scheduled straight time work day subsequent to the holiday, or be on excused leave;
- C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

Section 3.

If a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 4.

Employees shall receive one and one-half (1-1/2) times their regular straight time pay rate, plus holiday pay, for all hours worked on a holiday designated under this Article.

Section 5.

If the holiday falls on the employee's vacation, it will be paid as a holiday as opposed to a vacation day.

ARTICLE XXII

SICK & ACCIDENT & OTHER BENEFITS

Section 1.

The City shall provide sick and accident insurance in lieu of sick leave, the terms of coverage being as follows:

- A. Coverage shall equal the employee's average net pay for straight time work.

- B. Elimination: zero (0) days accident; seven (7) days sickness.
- C. Coverage shall be a period of twenty-six (26) weeks.

Section 2.

Employees shall be allowed seven (7) days sick per year in addition to sick and accident coverage set forth above. Employees shall be allowed the use of their sick days in one-half (1/2) day increments. Unused sick time shall be paid out to the employee on an annual basis on the first pay period after July 1st.

Section 3.

Effective July 1, 1995, current employees having accumulated sick days on the books effective with the newly adopted policy shall have said days frozen. Use of sick time shall be first from the above policy stated in Section 2 above. If any employee exhausts the seven (7) days stated above without utilization of the sick and accident policy, she/he shall then use sick days previously frozen.

Section 4.

Employees requiring use of sick and accident insurance shall be responsible for filing all appropriate forms with the carrier. In addition, the employee will be required to turn over the insurance check to the Employer in order to receive their normal payroll check. Employees failing to turn over their insurance check will not receive a regular payroll check until the check is received by the City.

Section 5.

For the loss of time on account of injury incurred in the course of the employee's service to the City, regular full-time employees shall receive their straight time rate of pay provided that:

- A. The employee endorses all Worker's Compensation checks received by him to the City Treasurer;
- B. The City physician certifies to the City the likelihood that the employee can return to full-time duty with the City with no incapacities within twelve (12) months.

Section 6.

- A. All benefits shall be subject to the standard provisions set forth in the policy or policies.
- B. Effective July 1, 2006, the Employer shall contribute five hundred dollars (\$500.00) per month toward payment of retiree medical insurance. This will be for regular retirees, and those retired under work-related disability or Worker's Compensation programs, subject to the following limitations and exclusions:
 - (1) If the retiree is eligible or becomes eligible for Medicare coverage provided under statutes, rules and regulations promulgated by the United States Government, the Employer's obligation under this Section shall terminate.
 - (2) In the event the retiree obtains employment which makes medical insurance available to the retiree as a condition of employment, or the retiree is eligible for dependent health care coverage by reason of the employment of the spouse of the retiree, the Employer's obligation shall terminate.
 - (3) In the event the State or Federal Government mandates the Employer's participation in a medical insurance program affecting retired workers, the Employer's contribution shall terminate.
 - (4) No change in insurance company rates, coverage availability, or policy shall obligate the Employer to increase its contribution, or pay for any cost of the retiree's medical insurance over the amount of the contribution set forth above.
 - (5) No person separated from the Employer by reason other than retirement (that is, non-work related disability, reduction in force, resignation, or disciplinary action) shall be eligible to receive a contribution to medical insurance under this Section.
 - (6) The retiree shall have the option to obtain medical insurance from another carrier. In that event, the Employer shall pay its contribution directly to the retiree, upon presentment of a monthly invoice or paid receipt for medical insurance coverage, for the month for which payment is sought.

Section 7.

If any employee becomes ill and is under the care of a medical doctor during his vacation, and the employee has sick leave credits, his vacation for the number of days sick shall be rescheduled.

Section 8.

The City will provide a Life Insurance Policy (sixty thousand dollars [\$60,000] total coverage with AD&D).

ARTICLE XXIII

HEALTH INSURANCE

Section 1.

The Employer agrees to provide full-time employees health insurance benefits which meet the standards and provisions laid out in the Affordable Care Act and in Compliance with Public Act 152 of the State of Michigan. Further, the level of benefits currently being provided shall, continue, although it may continue through an insurer or health insurance provider of the City's choosing. Employee Health Insurance Management (EHIM) is the Prescription Drug Insurance provider currently providing \$15.00 generic and \$30.00 brand name co-pays.

The reimbursement shall apply to those who retire under this agreement and participates in the City medical insurance group.

Beginning January 1, 2015, all new employees will pay 20% of their medical and prescription coverage.

Section 2.

When employment and seniority is interrupted by lay-off, discharge, quit or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs, or until the next premium is due, whichever is later.

Section 3.

The Employer also agrees to continue the present dental and optical benefits or their equivalent, and the premium will be paid by the Employer.

ARTICLE XXIV

RETIREMENT SYSTEM

- A. The Employer will provide benefits through the retirement program provided by the Michigan Municipal Employee's Retirement System. Effective July 1, 2009, the Employer will provide the MERS B-4 Plan, with the employee contributing 1.27% (fifty percent [50%] of increase) through payroll deduction.

- B. The retirement benefits, for new hires only, may be changed to a Defined Contribution Plan if all of Administration is also changed to a Defined Contribution Plan for new hires. The benefits and contributions will be the same for both groups.
- C. "Gross Pay" for purposes of determining an employee's FAC shall not exceed 120% of the employee's base pay for the last calendar month of employment or, if less than a full calendar month is worked, as pro-rated to the number of days worked in the last calendar month. FAC includes regular and overtime earnings and any other form of compensation except it shall not include payments for health insurance stipends, or any paid out compensatory or vacation time.

ARTICLE XXV

LONGEVITY PAY

Longevity payments will be made annually to the employee on the first pay period immediately following the employee's anniversary date according to the following schedule:

<u>Years of City Employment</u>	<u>Amount of Longevity</u>
Five (5) years	\$ -700.00
Ten (10) years	\$ 1,000.00
Fifteen (15) years	\$ 1,300.00
Twenty (20) years	\$1,600.00

Effective for the 2016-2017 contract year, there shall be a one-time longevity payment of one thousand (\$1,000) dollars for those employees whom are members of I.U.O.E. Local 324 and also have at least attained full seniority.

ARTICLE XXVI

TUITION REIMBURSEMENT

Section 1. Courses for Which Tuition is Reimbursed

- A. Tuition will be reimbursed to City employees for approved courses of schooling they have taken within the limitations listed below:
 - (1) The employee must be eligible for fringe benefits.

- (2) The tuition reimbursement must be requested by the employee in writing.
- (3) The tuition reimbursement request must be approved by the employee's Department Head.
 - (a) There shall be no tuition reimbursement for law school courses, medical school courses or other specialties not applicable to City employment
- (4) Before payment will be made, the employee must submit written evidence from the school offering the course that he/she:
 - (a) Has successfully completed the course;
 - (b) Has paid the tuition for that course.
 - (1) No City reimbursement will be made for tuition payments, either directly paid from or reimbursed by other sources such as scholarships, fellowships, or veterans benefits (but not limited to these sources).
- (5) Tuition will be reimbursed for no more than two (2) courses each semester, trimester, or quarter.
- (6) Reimbursements will be limited to the amounts shown in the following schedule per semester, prorated for trimester and quarter term programs (a semester is defined as a course of study covering a period of a minimum of sixteen [16] weeks.)

Section 2. Courses for Which Tuition May be Pre-Paid

In those situations where the course and the employee meet all the qualifications above except item (4), and in addition, the employee is ordered by his department head to take a particular course at a particular time, the tuition may be pre-paid directly to the school. Requests for pre-paid tuition should be made in writing by the department head.

Section 3. Reimbursement Schedule

Reimbursement will be paid at the rate of four hundred dollars (\$400.00) per semester, trimester, or quarter, with a maximum of eight hundred dollars (\$800.00) reimbursement per employee each calendar year.

ARTICLE XXVII

STRIKES AND LOCKOUTS

Section 1.

The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slow down or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Section 2.

Any employee, group of employees who instigates, aids or engages in a strike, slow down or any other concerted interference with the operations of the Employer may be disciplined or discharged.

ARTICLE XXVIII

SPECIAL CONFERENCES

Special Conferences to discuss important matters, but not for the settlement of grievances, will be arranged between the Local Union Business Representative or his designated representative and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. 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 Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by the Business Representative of Local 324.

The parties agree to meet for a Special Conference within twenty (20) days of the request by either party.

ARTICLE XXIX

PROBATIONARY PERIOD

Any new employee hired for a position covered by this Agreement shall be considered on probationary status for the first six (6) months following his/her hiring date. During the probationary period he may be terminated for any reason specified in writing by the City Manager or his designated representative.

ARTICLE XXX

SALARY SCHEDULE

See attached Schedule A.

ARTICLE XXXI

MAINTENANCE OF CONDITIONS

Fringe benefits in effect upon the signing of this Agreement, except as modified herein, will be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE XXXII

SCOPE, WAIVER & ALTERATION OF AGREEMENT

Section 1.

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

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

Section 2.

If any provision of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any provision should be restrained by such tribunal, the remainder of the Agreement and supplements thereto shall not be effected thereby.

ARTICLE XXXIII

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2018
- B. If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the expiration date given written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.
- C. If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date, or any subsequent anniversary date of termination, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing, and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO, 500 Hulet Drive Bloomfield Township, MI 483023 and if to the Employer, addressed to City Manager, City of South Lyon, 335 South Warren, South Lyon, Michigan 48178, or to any other such address the Union or the Employer may make available to each other.
- E. The effective date of this Agreement is July 1, 2015.

COST OF LIVING

Section 1.

An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods which commence on or immediately after April 1st, July 1st, October 1st and January 1st.

Section 2.

Adjustments shall be made quarterly of each contract year. Said adjustments shall be based on the official Consumer Price Index for all Urban Wage Earners and Clerical Workers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (67=100) and hereinafter referred to as the B.L.S. Consumers Price Index.

Section 3.

The rate of adjustment shall be one cent (\$.01) per hour for each 0.3 (three-tenths) of a point change in the Index during the base period. Changes in the index which result in an adjustment of one-half (1/2) cent or more will result in an adjustment of one (\$.01), but a change in the Index which would result in an adjustment of less than one-half (1/2) cent will be computed at the next lower cent.

Section 4.

All Cost of Living adjustments shall be based on total hours worked during the preceding quarter. For purposes of this Agreement, "total hours" shall be defined as those hours which an employee is compensated inclusive of overtime, holidays, etc. Said adjustment shall be paid to the employees in the form of a separate check and not with a regular payroll check.

SCHEDULE A

WAGES

Records Clerk

Based on MOU
Signed 1/2014

	CURRENT	7/1/2015	7/1/2016	7/1/2017
Start	\$15.58	\$15.89	\$16.21	\$16.53
One Year	\$16.02	\$16.34	\$16.67	\$17.00
Two Years	\$16.50	\$16.83	\$17.17	\$17.51
Three Years	\$17.02	\$17.36	\$17.71	\$18.06
Four Years	\$17.53	\$17.88	\$18.24	\$18.60
Five Years	\$18.04	\$18.40	\$18.77	\$19.15

Deputy Clerk/Treasurer

	CURRENT	7/1/2015	7/1/2016	7/1/2017
Start	\$16.13	\$16.45	\$16.78	\$17.12
One Year	\$16.61	\$16.94	\$17.28	\$17.63
Two Years	\$17.09	\$17.43	\$17.78	\$18.14
Three Years	\$17.61	\$17.96	\$18.32	\$18.69
Four Years	\$18.14	\$18.50	\$18.87	\$19.25
Five Years	\$18.68	\$19.05	\$19.43	\$19.82

Utility Billing Clerk

	CURRENT	7/1/2015	7/1/2016	7/1/2017
Start	\$17.26	\$17.61	\$17.96	\$18.32
One Year	\$17.78	\$18.14	\$18.50	\$18.87
Two Years	\$18.33	\$18.70	\$19.07	\$19.45
Three Years	\$18.88	\$19.26	\$19.65	\$20.04
Four Years	\$19.44	\$19.83	\$20.23	\$20.63
Five Years	\$20.01	\$20.41	\$20.82	\$21.24

- A. An employee who has not completed their probationary period shall not be entitled to an annual increase if the probationary period is within six (6) months or less to the effective date of July 1st of each contract year. The employee shall be eligible for the next annual increase and go to the new wage rate for that year.
- B. Any new hire in the Utility Billing Clerk position will be paid at the Records Clerk scale.

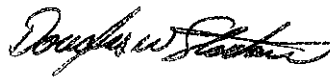
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

CITY OF SOUTH LYON

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO



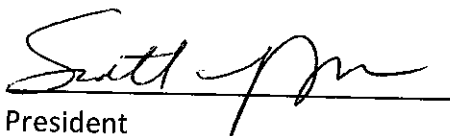
Mayor



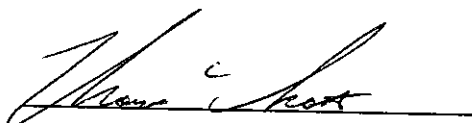
Business Manager



City Clerk/Treasurer



President


Recording-Corresponding Secretary

11-2-15

Date

Date