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6/30/2004

AGREEMENT

Between

CITY OF HARTFORD

And

**CITY OF HARTFORD EMPLOYEES CHAPTER
AN AFFILIATE OF LOCAL 2628 AND THE
CERTIFIED COLLECTIVE BARGAINING AGENT
MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

Hartford, City of

July 1st, 2000 – June 30th, 2004

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AGREEMENT

THIS AGREEMENT effective this 1st day of July 2000, by and between the CITY OF HARTFORD, (hereinafter referred to as the "EMPLOYER"), and CITY OF HARTFORD CHAPTER OF LOCCAL 2628, affiliated with MICHIGAN COUNCIL NO. 25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE I – PURPOSE AND INTENT

The general purpose of this agreement is to set forth the 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 recognition that the interests of the community and the job security of the employees depend upon the EMPLOYER'S success in establishing proper service interest of the EMPLOYER'S and the UNION encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

ARTICLE II – RECOGNITION

Section 1 - Recognition: Pursuant to and in accordance with all applicable provisions of 1965 PA 379, as amended, the EMPLOYER hereby recognizes the UNION as the exclusive representation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the EMPLOYER included in the bargaining unit describes as: All employees of the City of Hartford Department of Public Works, excluding supervisors and any other employees as determined by the Michigan Employment Relations Commission.

Section 2 – UNION Activity During Working Hours: The UNION agrees that except as specifically provided by the terms and provision of this Agreement, employees shall not be permitted to engage in UNION activity during working hours.

Section 3 – UNION Representation: The EMPLOYER recognizes the right of the UNION to elect a Chapter Chairperson and the EMPLOYER shall be promptly notified in writing by the UNION of the name of the Chapter Chairperson.

- (a) Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

ARTICLE III – UNION AND DUES CHECK-OFF

Section 1 – Union Security: All employees in the bargaining unit shall, as a condition of continued employment, pay to the UNION an amount equal to that paid by other employees in the bargaining unit who are members of the UNION, which shall be limited to an amount of money equal to the UNION'S

regular and the first pay period of the month that is at least thirty (30) days following that date of employment.

Section 2 – Dues Check-off: Upon receipt of a voluntary authorization form signed by an employee covered by this Agreement, the EMPLOYER will, each month, deduct from the employee's pay the amount owed to the UNION by that employee for UNION membership dues or representation fee. Deductions will be made by the EMPLOYER from the first pay period of each month. Dues or representation fees deduct by the EMPLOYER for any calendar month, will be remitted to the designated financial officer of Michigan Council No. 25, AFSCME AFL/CIO as soon as possible during the month after the payroll deductions have been made along with a list of names for whom dues or representation fees were deducted. The UNION agrees to hold the EMPLOYER harmless for any legal action taken pursuant to this Section.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Management of Facilities: It is recognized that except as limited or abrogated by the terms of this Agreement, the management of the EMPLOYER, the control of its properties, and the maintenance of order and efficiency are solely the EMPLOYER include (but are not limited to): the right to decide the methods and means of providing service; the number, location and type of facilities; the work to be performed; the equipment to be used; the amount of supervision necessary; the scheduling of work; the section and purchasing of materials; and the right to purchase the service of others.

Section 2 – Management of Employees: It is further recognized that selection and direction of the working force, including the right to hire, discipline, suspend, discharge for just cause, assign, promote and transfer employees; to lay off and recall employees; to determine the amount of overtime to be worked, to establish and require employees to observe the EMPLOYER'S rules and regulations, and to maintain discipline and efficiency of employees, is the sole responsibility of the EMPLOYER, subject only to the express provisions of this Agreement that may limit the exercise of such rights.

Supervisory employees shall continue to perform work to the same extent and under the same conditions as such persons performed such work prior to the execution of this Agreement.

ARTICLE V – NO STRIKE – NO LOCKOUT CLAUSE

Section 1 – No Strike/No Lockout: The UNION agrees that during the life of this Agreement neither the UNION, its agent, nor members of the bargaining unit will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference with the operations of the EMPLOYER, its agents nor supervisors will authorize, instigate, aid, condone or engage in a lockout members of the bargaining unit.

Section 2 – Strikes by Individuals: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or other prohibited activity as outlined in Section 1 may be disciplined or discharged at the sole discretion of the EMPLOYER. It is understood that the question as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 1 – Definition: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2 – Grievance Procedure: Employees must first discuss any grievance with the Department Head within forty-eight (48) hours after the occurrence of the event(s) upon which the grievance is based, before implementing the grievance procedure, and may request the presence of the Chapter Chairperson at such discussion. If the grievance is not resolved by oral discussion with the Department Head, a grievance maybe reduced to writing and resolving in the following manner:

STEP ONE: If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within seven (7) calendar days after the oral discussion with the Department Head. The grievance shall be signed by the employee filing the grievance and the Chapter Chairperson. The Department Head shall give his written answer to the Chapter Chairperson within seven (7) calendar days after the date of receipt of the written grievance.

STEP TWO: If the grievance is denied by the Department Head, the Chapter Chairperson may appeal the grievance to the Second Step of the grievance procedure within seven (7) calendar days of the denial to the City Manager .The City Manager shall give his written answer to the Chapter Chairperson within seven (7) calendar days after the day of receipt of the Second Step appeal.

STEP THREE: If the grievance has not been settled in the Second Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within thirty (30) calendar days after delivery by the EMPLOYER to the UNION of the Second Step answer. The grievance must be submitted to the Federal Mediation and Conciliation Service for resolution in accordance with its labor arbitration shall then in existence, with a copy provided to the other party. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of his Agreement. Both parties agree to be bound by the award of the Arbitrator. The expenses and fees of the Federal Mediator and Conciliation Service shall be paid in full; the

arbitrator shall apportion the expenses and fees between the parties.

Section 3 - Time Limits: If a grievance is not appealed by the UNION within the time limits specified in the above grievance procedure that grievance shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER fails to timely answer a grievance, it shall automatically advance to the next step of the grievance procedure, excluding arbitration. The time limits established in the grievance procedure shall be followed by both parties hereto unless the time limits are extended by the written agreements.

Section 4 – Grievance Discussions or Investigations: grievance discussions or investigations, to the extent possible, shall be conducted during non-work hours. In those instances where this is not possible, the Chapter Chairperson shall request to be excused by the Department Head. The Chapter Chairperson shall complete his investigation as quickly as possible and in such a manner so as not to interfere unnecessarily with the performance of work in the department.

ARTICLE VII – DISCHARGE AND SUSPENSION

Section 1 – Discharge and Suspension: In the event and employee is suspended from work for disciplinary reasons or is discharged from his employment for just cause after the date hereof, and he believes he has been unjustly suspended or discharged, the suspension or discharge shall constitute a case arising under the grievance procedure, provided that a written grievance signed by the employee and the Chapter Chairperson is presented to the Department Head within two (2) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The Employer agrees, promptly upon the discharge or suspension, to notify the employee and the Chapter Chairperson in writing of the suspension or discharge. A Chapter Chairperson shall be presented with an employee when a discharge or suspension is issued is person to the employee be the EMPLOYER, it the employee so wishes.

ARTICLE VIII – SENIORITY

Section 1 – Probationary Period: All new employees will be probationary for their first six (6) months of employment. The purpose of the probationary period is to provide an opportunity for the EMPLOYER to determine whether the employee has the ability and other attributes, which would qualify him for regular employee status. During the probationary period, the employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period, the employee shall have his name added to the seniority list as of the date he was employed.

Section 2 – Definition of Seniority: Seniority shall be defined as an employee's length of service with the EMPLOYER'S Department of Public Works since his last hiring date. "Last Hiring Date" shall mean the date on which the employee was hired and since which he has not quite, retired or been discharged for just cause.

Section 3 – Seniority List: The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date, and shall be provided to the UNION in January of each year.

Section 4 – Termination of Seniority: An employee's seniority shall terminate for the following reasons:

- (a) If he/she quits retires or is discharged where the discharge is not reversed through the grievance procedure.
- (b) If he/she is absent for three (3) regularly scheduled working days without notifying the Department Head during such days of a justifiable reason for such absence.
- (c) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) calendar days after notice of recall or after written notice by certified mail of such recall is sent to his last address on record or after written notice by certified mail of such recall is sent to his last address on record with the EMPLOYER, whichever occurs first.
- (d) The job shall be awarded or denied within fifteen (15) working days after the posting period.
- (e) If he/she has been laid off for a continuous period of twenty four (24) consecutive months, or an amount of time equal to his/her seniority, whichever is shorter.

Section 5— Layoff Procedure: If it is necessary to reduce the number of employees in this bargaining unit, probationary employees shall be laid off first, provided there are employees with seniority who have the necessary certificates and the present ability to perform the available work. Thereafter, the EMPLOYER shall determine the number of employees to be removed from each classification. Employees with seniority in a job classification shall be removed on the basis of their seniority, the least senior employee being displaced first, provided that the remaining employees have the necessary certificates and the present ability to perform the available work in the classification. Under ordinary circumstances, notices of a pending layoff of more than five (5) days duration shall be posted at least five (5) regularly scheduled working days in advance of its effective date. The EMPLOYER agrees not to permit PIC or other government program employees to perform work normally done by bargaining unit employees if to do so would result in a layoff of bargaining unit employees, and not to permit such persons to perform such work for the EMPLOYER as long as any laid off bargaining unit employee possesses recall rights under Article VIII, Section 6.

Section 6- Recall Procedure: Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i: e most senior employee being recalled first, provided he has the necessary certificates and the present ability to perform the available work Notice of recall shall be sent to the employee at his last known address on record with the EMPLOYER by certified mail.

Section 7 – New Permanent Job Classifications: When and if the EMPLOYER determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and discuss it with the UNION.

Section 8 – Posting and Bidding: When it is necessary to fill a new permanent job classification or permanent vacancy in an existing job classification in the bargaining unit, the EMPLOYER shall post such opening along with a statement of qualifications for the position and division and shift where the vacancy occurs for a period of five (5) regularly scheduled working days. During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Department Head a signed statement concerning any qualifications or experience not listed in their personnel files that they wish to have considered. The appointment to a vacancy in the bargaining unit shall be in accordance with the following procedure:

- (a) If all factors are relatively equal among the bidding employees, the most senior employee shall be awarded the job. It is understood that the bidding employee's experience with the EMPLOYER in related job requirements and his work history shall be taken into account.
- (b) If no employee satisfies the specifications of subsection (a) above, then the EMPLOYER may assign a probationary employee who satisfies the specifications or institutes the hiring procedure.
- (c) If the EMPLOYER determines that the most senior bidding employee will not be awarded the job, prior to awarding the job, the EMPLOYER will meet with the Chapter Chairperson to discuss the Awarding of the job.
- (d) The job shall be awarded or denied within fifteen(15) working days after posting period.

Section 9 – Trial Period: when an employee is awarded a job under the provisions set fourth in Section 8 of this Article, the successful bidding shall be on trial (job probation) for a period of six (6) months after being assigned to his new classification, if such classification is a new permanent job classification, and thirty (30) days if such classification is a permanent vacancy in an existing job classification. During such period an employee may be removed from his new classification at any time he demonstrates to the EMPLOYER'S satisfaction that he is or will be unable to perform satisfactorily the requirements of such job.

- (a) An employee who, during the trial period, is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be return to the last job classification he had permanently occupied. In case of such setback, the EMPLOYER shall first consider other employees who signed for the posted job before reposting the job.

Section 10 – Temporary Transfers: The service needs of the EMPLOYER change from day to day and season to season; therefore, employees within a job classification may be assigned to work in a different job classification as the need arises. The EMPLOYER shall have the right to temporarily transfer an employee from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period not to exceed six (6) months of such absences. The EMPLOYER shall also have the right to temporarily transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he/she is temporarily transferred but shall retain his/her seniority in the permanent classification form which he/she was transferred. Any employee temporarily transferred to a job classification from which a higher maximum pay rate in accordance with the provisions of this Section, shall be paid the applicable wage rate for the higher paying classification. Any employee temporarily transferred to a job classification with lower maximum pay rate, in accordance with the provisions of this Section, shall continue to be paid his regular wage. It is understood that when an employee is temporarily transferred to a position outside the bargaining unit, he shall be paid \$.75 per hour more than his regular wage.

Section 11 – Promotions Outside the Bargaining Unit: An employee promoted to a position outside the bargaining unit shall accumulate seniority while working outside the bargaining unit. If the employee request to return to the bargaining unit during the period of one (1) year following the date of his/her promotion, he shall commence work in a job similar to the one held at the time of his promotion.

ARTICLE IX – LEAVES OF ABSENCE

Section 1 – Personal Leave of Absence: the EMPLOYER may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgement of the EMPLOYER, such employee can be spared from his work and that there is a good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days, but may be extended for not more than thirty (30) calendar day increments upon mutual agreement between the employee and the EMPLOYER.

Section 2 – Medical Leave of Absence: An employee who, because of illness or accident, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for a period of time up to a maximum of twenty-four (24) consecutive months. The employee shall supply the EMPLOYER with a certification from a medical doctor of the necessity for such absence, or the continuation thereof, when the same is requested by the EMPLOYER. If the EMPLOYER questions the medical certificate, it may require a physical examination by the EMPLOYER'S doctor and the EMPLOYER shall pay the cost of such physical examination. If, after such examination, the EMPLOYER'S doctor does not agree with the employee's doctor's decision, then the EMPLOYER'S doctor and the employee's doctor shall mutually agree upon the a third doctor; and the decision of two (2) doctor and the three (3) herein mentioned shall be final and biding on the EMPLOYER and the employee. The fees and bills incident to the third doctor shall be paid equally by the EMPLOYER and the employee.

Section 3 – Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during a regular scheduled work week, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their or their current spouse's immediate family. The three- (3) days referred to above shall be three (3) consecutive calendar days, the last of the three- (3) days being no later than the day following the funeral. To be eligible for such pay the employee must notify the EMPLOYER as soon as possible of the necessity for such absence, must attend the funeral, and, if requested, must present proof of death.

- (a) Immediate family is to be defined as the employee's: current spouse, son, daughter, mother, father, brother, sister, grandmother, grandfather, or other relatives if they live in the employee's household.
- (b) Effective July 1, 1999, the employee may use, not to exceed, four (4) days to make arrangements for and attend the funeral of a member of their family, or their spouse's immediate family, if the funeral is out of the state of Michigan.

Section 4 – Leave of Absence for Jury Duty: A full-time employee who has completed his probationary period and who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he/she performs jury duty on which he/she otherwise would have been scheduled to work for the EMPLOYER shall be paid the difference between what he received from the Court as daily jury duty fees and what he/she would have earned from his employment with the EMPLOYER on that day up to a maximum of eight (8) hours at this regular straight-time rate of pay. The EMPLOYER'S obligation to pay an employee must give the Department Head prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she performed such jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty. In the event that the employee is excused from jury service on any day either before or at the noon recess, he/she must return to work for the balance of that day.

Section 5 – Return from Leaves of Absence: Upon an employee's return from a leave of absence of more than sixty (60) calendar days, the EMPLOYER will attempt to place the employee in a job he is then presently able to perform and which is vacant, or will attempt to place him in the next such job position which is vacant.

ARTICLE X – PHYSICAL EXAMINATIONS

The EMPLOYER may require any of its employees to submit to a medical examination at such times as it may deem necessary in the light of existing circumstances. The examinations shall be paid for by the EMPLOYER and shall be made by a licensed physician designated by the EMPLOYER. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his/her duties, the employee involved may be granted a medical leave of absence.

ARTICLE XI – HOURS OF WORK

Section 1 – Hours of Work and Shifts: The normal hours of work for all full-time employees shall be forty (40) hours per week. Nothing in this Section shall be construed to require payment for hours not worked. The specific work schedules will be set by the Department Head, who may change the work schedules to provide more convenience for the public, or improve working conditions for employees. When an employee is called in to begin work at least two (2) hours in advance of his scheduled starting time, the EMPLOYER may require the employee to leave work early, after the employee has completed at least ten (10) hours of work that day, two (2) hours of which shall be paid at the overtime rate of one and one-half (1-1/2) of the employee's regular hourly rate.

Section 2 – Work Week Computation: For the purpose of this Agreement, the week shall begin at 12:01 a.m. Thursday morning and the day shall be a calendar day. However, any shift that starts work prior to midnight and continues

until after midnight shall be considered as having been working in its entirety on the day which the shift ended.

Section 3 – Break Periods: Employees shall be entitled to a fifteen (15) minute paid break period at or near the midpoint of the first half of their shift, a fifteen (15) minute paid break period at or near the midpoint of the second half of their shift, and an unpaid one (1) hour meal period at or near the midpoint of their shift, at times scheduled by the Department Head. If the EMPLOYER anticipates that an employee will be working at least four (4) hours of overtime on a given day, the employee shall also be entitled to a fifteen (15) minute break at or near the midpoint of each four (4) hour period of overtime. It is understood and agreed that the timing of the break and meal periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until certain aspects of the job then being performed have been completed. It is also understood and agreed that EMPLOYER vehicles are not to be used for purposes of traveling to or from any location at which to take a break or meal period, except as specifically authorized by the Department Head.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except for the meal and break periods provided above.

Section 4 – Overtime Assignments: When the EMPLOYER determines that it is necessary or desirable for overtime hours to be worked, it will first attempt to fill such work hours by seeking qualified volunteers from within the bargaining unit. If a sufficient number of qualified employees do not volunteer for this work, the Employer may require bargaining unit employees to perform the overtime work when the EMPLOYER determines that there is an emergency or an immediate need for such work to be performed, or may utilize other available means to have the work performed.

Section 5 – Call-in Pay: Any employee called into work other than his/her regular shift shall be paid a minimum of two (2) hours pay at the appropriate rate of pay.

ARTICLE XII – WAGES and RETIREMENT

Section 1 – Wage Schedule: For the life of this Agreement, the wage schedules set forth in Appendix “A” and “A1” attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2 – Overtime: Overtime will be paid at the rate of one and one-half (1-1/2) of the regular hourly rate of pay for all assigned work in excess of forty (40) hours per week computed to the nearest tenth of an hour. For the purpose of calculating overtime pay, hours that are paid but not worked pursuant to the paid sick leave, paid funeral leave, holiday or vacation programs shall not

be considered as hours worked. Hours paid but not worked pursuant to paid personal days shall not be considered as hours worked.

Section 3 – Pay for Permanent Classification Changes: When, through the job bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he/she bid, such employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification for which he/she bid which will result in an increase in his/her pay, and thereafter shall be governed by the pay range increments set forth in such job in Appendix A.

- (a) When, through the bidding procedure or through otherwise exercising his/her seniority, an employee is placed on a job for which the maximum of the rate range is less than his/her current rate, he/she shall receive the maximum of the rate range of the job onto which he/she was thus placed.

Section 4 – PayDay: The payroll shall be computed weekly and payday shall be Friday, for the pay period of the preceding week beginning on Thursday and ending on Wednesday.

Section 5 – Retirement: The EMPLOYER agrees to contribute 0.5% of base to a Deferred Compensation Program starting on July 1st, 2001, and 2.00% July 1st, 2002, and 3.00% on July 1st, 2003. This will be paid on a monthly basis for each member of the bargaining unit, commencing the first month that the employee becomes eligible to join the Deferred Compensation Program.

Any new employee shall be required to work a minimum of one (1) year continuous employment before being admitted into the Compensation Program. The money Paid by the City into his/her compensation Fund shall belong to the employee and may be withdrawn upon leaving the employment of the City for any reason, subject to the terms and conditions of the Deferred Compensation Program. In addition, any employee who is a member of the Deferred Compensation Program shall have the option to contribute a specified portion of his/her wages to the Deferred Compensation Program by payroll deduction.

ARTICLE XII – VACATIONS

Section 1 – Eligibility and Allowance: Vacation time shall be earned and used on an anniversary year basis. Full time permanent employees shall be entitled to paid vacation in accordance with the following schedule:

<u>Years of Continued Service</u>	<u>Vacation Hours</u>
1 year	40 hours
2 years	60 hours
3 years	80 hours
4 years	100 hours
5 years	120 hours

10 years

160 hours

- Effective on November 25, 1993, all employees shall be granted the day after Thanksgiving as an additional vacation day.

Section 2 – Vacation Scheduling: Employees may take their vacation anytime between successive anniversary dates provided that they have made arrangements with the Department Head at least two (2) weeks in advance. No vacation time may be carried over to the following anniversary year unless the employee's vacation request within the year in question was denied due to a scheduling conflict, or his scheduled vacation was postponed beyond that year in question at the EMPLOYER'S request. In such cases, the requested vacation may be carried over to the following year, with the approval of the Department Head.

- (a) The Department Head shall determine the number of employees who can be spared for vacation purposes at any time, but shall make every reasonable effort to allow employees to take their vacation time at the time of their choosing.
- (b) When two (2) or more written requests for vacation time off are received than can be granted at one time, the most senior employee making a written request at least two (2) weeks in advance for that time will be given preference.

Section 3 – Termination of Employment: Upon an employee's termination of employment, except where such termination is a discharge for just cause, an employee shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay.

ARTICLE XIV – HOLIDAYS

Section 1 – Definition: The following days are designated as holidays under this Agreement for the contract year of 2000: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the employee's birthday. Beginning July 1, 1998, Good Friday shall be added to the days designated as holidays under this Agreement.

- (a) If any of the above holidays occur on Saturday or Sunday, the Friday before or the Monday following shall be recognized as the holiday as determined by the EMPLOYER.

Section 2 – Holiday Pay: Employees who are regularly scheduled to work on a day that is celebrated as a holiday; but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday and who are required to work shall receive in addition to holiday pay, one and one-half (1-1/2) times their regular rate of pay, for each hour actually worked on the holiday.

Section 3 – Eligibility: In order to receive the holiday pay referred to above. An employee must have completed his/her probationary period and actually worked eight (8) hours on his/her last scheduled work day before the holiday and eight (8) hours on his first scheduled work day following the holiday, unless the failure to work on such day is due to a regularly scheduled vacation or paid sick leave. Employees scheduled to work on a holiday must actually work the holiday to receive the pay.

Section 4 – Holiday During Vacation: When a paid holiday occurs during an employee's regularly scheduled vacation period, such employee's vacation may be extended by one (1) additional day.

ARTICLE XV – SICK LEAVE

Accumulation of Sick Leave: Full-time employees shall accumulate sick leave at the rate of eight (8) hours per month for each month that an employee actually works, or is on paid sick leave for at least fifteen (15) working days up to a maximum accumulation of one hundred thirty (130) days of sick leave. The EMPLOYER may require a medical certificate as a condition to the granting of such leave when the employee is sick for three (3) days or more if the EMPLOYER suspects abuse of the sick leave program.

- (a) When an employee is entitled to sick leave he/she shall be paid sick leave in one- (1) hour increments up to a maximum of eight (8) hours for each regular workday missed while on sick leave.
- (b) Upon voluntary leaving, death, or retirement, and employee shall be entitled to payment of sixty (60) percent of his/her accumulated and unused sick pay.

ARTICLE XVI – HOSPITALIZATION AND LIFE INSURANCE

Section 1 – Hospitalization Insurance: The EMPLOYER agrees to pay the cost of the hospitalization insurance for employees and will pay the insurance premiums of the hospital medical coverage for the full family of the employee.

Section 2 – Group Insurance: The EMPLOYER shall, for the duration of this Agreement, maintain in force at its costs, subject to the provisions of application insurance law and the provisions of this Article, insurance protection for the employees covering group life, accidental death and dismemberment weekly disability benefits, hospital, medical, dental, surgical benefits and prescription drugs.

THE EMPLOYER SHALL GIVE A VERBAL NOTICE TO THE UNION STEWARD WHENEVER IT IS NECESSARY TO SOLICIT NEW PROPOSAL FOR MEDICAL INSURANCE.

Section 3 – Benefits and Prescription Drugs: The following insurance benefits and provisions shall be applicable to all employees covered by this Agreement:

Life Insurance	\$15,000.00
Accidental Death & Dismemberment	\$30,000.00
Weekly Disability Benefit	60% of Base Pay

Weekly disability benefits shall be limited to the lesser of the period of disability or fifty-two (52) weeks.

Weekly disability benefits shall be paid for non-job related injured and illnesses only. Job related illnesses or injuries shall be covered by the provisions of the Worker's Disability Compensation Act.

Section 4 – Layoff or Leave of Absence: If, during the period of a layoff or approved leave of absence, and employee desires to maintain his/her insurance in effect, the monthly premiums for such insurance shall be paid in advance by the employee to the EMPLOYER.

ARTICLE XVII – PERSONAL LEAVE DAYS

Each employee will receive two (2) personal leave days per year taken at his discretion with the approval of the Department Head. Such personal leave days will be paid at the employee's regular straight time hourly wage rate.

ARTICLE XVIII - MISCELLANEOUS

Section 1 – Uniforms: The EMPLOYER will provide uniforms to all employees required to wear uniforms, and will pay for the laundering and cleaning of such uniforms, as at present. Each employee is responsible for maintaining the uniforms in good condition. Major uniform repairs or alterations will be paid for by the EMPLOYER if authorized by the Department Head.

- (a) Effective July 1, 1996, the City shall pay \$50.00 to each employee towards the purchase of one winter outer coat. Jackets shall be uniform and contain the city of Hartford logo.
- (b) Effective July 1, 1996, the City shall pay \$50.00 to each employee towards the purchase of work boots.

Section 2 – Address and Telephone: All employees shall provide the EMPLOYER with their current telephone number and any changes therein. The EMPLOYER agrees to provide the Chapter Chairperson and Michigan Council No. 25 with copies of the names and addresses on record with the EMPLOYER in January of each year.

Section 3 – Department Rules and Regulations: The EMPLOYER shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of

procedure within fifteen (15) regularly scheduled working days after the date of the notice to the UNION.

Section 4 – Subcontracting: The EMPLOYER retains the right to subcontract work when to do so would not cause any layoff of bargaining unit members.

Section 5 – Copies of Agreement: The EMPLOYER agrees to provide to each employee a copy of this Agreement.

Section 6 – Pronoun Clause: The masculine pronoun as used in this Agreement shall be held to include the feminine unless otherwise provided.

Section 7 – Separability and Savings Clause: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other revisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 8 – Safety Committee: The EMPLOYER shall maintain a Safety committee, one member of which shall be the Chapter Chairperson of the UNION.

Section 9 – Alcohol and Drug use: Reporting for work or working under the influence of liquor, illegal drugs or controlled substances, or having intoxicating liquor, illegal drugs or controlled substances in your possession, will lead to automatic discharge. This policy is intended to emphasize the City of Hartford's concern for the use of such intoxicants and substances and in no way affects the "at-will" employment relationship between the parties.

ARTICLE XVIII-MISCELLANEOUS

Family Medical Leave & Military Leaves: The EMPLOYER will comply with all State and Federal laws including but not limited to the Family Medical Leave Act as applicable.

ARTICLE XIX – SUCCESSOR CLAUSE

To the extent that the law provides, this agreement shall be building on the City's successors, except for Economic Adversity on the City.

APPENDIX "A"

AFSCME WAGE INCREASE, RETIREMENT AND INCIDENTAL BONUS

	WAGES	EMPLOYER CONTRIBUTION TO DEFERRED COMPENSATION.
7-1-00	2.5%	0.00%
7-1-01	3.00%	0.50%
7-1-02	3.00%	2.00%
7-1-03	3.00%	3.00%

PLUS EFFECTIVE

7-1-0 A ONE TIME \$90.00 INCIDENTAL BONUS PER B. U. MEMBER.

7-1-01 A ONE TIME \$90.00 INCIDENTAL BONUS PER B. U. MEMBER.

7-1-02 A ONE TIME \$90.00 INCIDENTAL BONUS PER B. U. MEMBER.

7-1-03 A ONE TIME \$90.00 INCIDENTAL BONUS PER B. U. MEMBER.

APPENDIX "A1"

**AFSCME
HOURLY WAGE SCHEDULE**

		JULY 1,2000-JUNE 30,2001		
	START	6MONTHS	1YEAR	2YEARS
LABOR 1	7.84	8.22	9.24	9.24
LABOR 11	8.41	9.36	10.05	11.00
SEWER MAINT.	8.41	9.36	10.05	11.00

		JULY1,2001-JUNE 30,2002		
	START	6MONTHS	1YEAR	2YEARS
LABOR 1	8.08	8.47	9.52	9.52
LABOR 11	8.66	9.64	10.35	11.33
SEWER MAINT.	8.66	9.64	10.35	11.33

		JULY1,2002-JUNE 30,2003		
	START	6MONTHS	1YEAR	2YEARS
LABOR 1	8.32	8.72	9.81	9.81
LABOR 11	8.92	9.93	10.66	11.67
SEWER MAINT.	8.92	9.93	10.66	11.67

		JULY1, 2003-JUNE30,2004		
	START	6 MONTHS	1 YEAR	2 YEARS
LABOR 1	8.57	8.98	10.10	10.10
LABOR 11	9.19	10.23	10.98	12.02
SEWER MAINT.	9.19	10.23	10.98	12.02

APPENDIX "A2"

P.E.O.P.L.E. CHECKOFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be excluded by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARBITRATION AD-HOC

(a) Request for arbitration by either party shall be made by written notice to the other party within 30 calendar days of the Step 4 answer being given or due as the case may be. Within 30 days of receipt of appropriate notice of intent to arbitrate, the parties shall attempt to select an arbitrator on an adhoc basis. In the event the parties are unable to mutually agree upon an arbitrator, the moving party shall then submit the matter to the American Arbitration Association. Grievances shall be heard in accordance with the published rules of the American Arbitration Association.

(b) Any Arbitrator selected shall have only the functions set forth herein. The Arbitrator shall have no power to add or to subtract from or modify the terms of this Agreement or any supplemental Agreement. The Arbitrator shall have no power to establish wage schedules or rates or change any rate unless it is provided for in this agreement.

(c) The arbitrator's decision shall be final and binding on the Union and the Employer and the employees.

SUCCESSOR CLAUSE

To the extent that the law provides, this agreement shall be binding on the City's successors except for economic adversity on the City.

ARTICLE XXI – DURATION

Section 1. - Duration.

This Agreement shall become effective as of the first day of July, 2000, and the terms and conditions hereof shall remain in full force and effect through the 30th day of June, 2004, and from year to year thereafter, unless either the City of Hartford or AFSCME Council # 25, Local 2658, shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

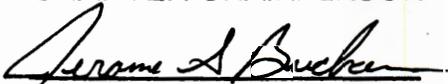
In witness whereof, the parties have executed this Agreement on the 24TH
Day of JULY, 2000.

City of Hartford Employees
Chapter, an Affiliate of
Local 2628 and the Certified
Collective Bargaining Agent
Michigan Council #25
American Federation of State,
County and Municipal
Employees, AFL-CIO.

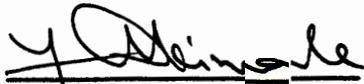
City of Hartford



BOBBY G. ELMORE
CHAPTER CHAIRPERSON



AFSCME COUNCIL 25, AFL-CIO



YEMI AKINWALE
CITY MANAGER



CITY CLERK