

6/30/97

AGREEMENT  
between  
CITY OF FENTON  
and  
TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS  
LOCAL #214

*Fenton, City of*

July 1, 1994 - JUNE 30, 1997

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This Agreement is made between the City of Fenton, a Michigan Municipal Corporation, hereinafter referred to as the "City" and Teamsters State, County and Municipal Workers Local #214, hereinafter referred to as the "Union".

ARTICLE I - PURPOSE AND INTENT

Section 1. 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 City, the employees and the Union.

Section 2. The parties recognize that the interest of the City and the job security of the employees depend upon the City's success in establishing a proper service to the citizens and taxpayers of the City.

Section 3. The City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 4. Whenever there is reference in this Agreement to time limits the term "day" shall mean "working days" unless otherwise noted in this Agreement.

## ARTICLE II - RECOGNITION

Section 1. Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and 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 term of this Agreement, of all employees of the City included in the bargaining unit described as follows:

All employees of the Water Department, Parks Department, and Department of Public Works and including Custodians employed by the City of Fenton, but excluding clerical employees, Police and Fire Department employees and Supervisors as defined in the Act.

Section 2. The City will not 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.

Section 3. Seasonal Employees working under the budget of the Fenton Park Board shall be excluded from the bargaining unit. Specifically, lifeguards, gatekeepers, concession operators and park employees specifically hired to mow and maintain the park lawns. This does not exclude any Union personnel from performing any assigned task within the parks system.

### ARTICLE III - RIGHTS TO MANAGE

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 :

- (a) to manage its affairs efficiently and economically, to control materials, tools and equipment to be used, and to discontinue any services, materials or methods of operation;
- (b) to 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) to 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) to determine the number, location and type of facilities and installations;
- (e) to determine the size of work force and increase or decrease its size;
- (f) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (this section will not be used to displace regular employees in the

bargaining unit).

- (g) to direct the work force, 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 classification, and to establish wage rates for any new or changed classifications not to conflict with the provisions of this contract;
- (i) to establish work schedules and assignments;
- (j) to discipline and discharge employees for cause;
- (k) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs;
- (l) to 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.

The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agreed that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IV - NO STRIKE

The Union and the City recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the City subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the City's services. The Union therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid,

encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities involving their employment with the City, during the term of this Agreement. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Administration.

#### ARTICLE V - UNION SECURITY

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- (a) Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- (b) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of

this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- (c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, and/or initiation fees of Local Union No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- (a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- (b) Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.
- (c) The Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the Union by first class mail, postage prepaid.

## ARTICLE VI - REPRESENTATION

Section 1. For the purposes of representation hereunder, the City will recognize one Steward and one Alternate Steward, who shall be employees of the City each having not less than one year of service with the City, selected by the Union from the regular full-time employees in any manner determined by it. The Union shall notify the City, in writing, as to the name of the persons so selected or designated, and any changes therein, immediately upon their selection and, upon receipt of such notice, the City will extend such recognition to such persons.

Section 2. The Steward, during his/her working hours, without loss of time or pay, may use a reasonable amount of time in investigating and presenting grievances, provided it results in no undue disruption of the efficient operation of the City, to Supervision at the first, second and third steps of the Grievance Procedure. In the absence of the Steward, the Alternate Steward may present the grievance during the first three steps.

Section 3. The City will, likewise, recognize representatives of the Union who are not employees, in accordance with the provisions of the Grievance Procedure.

Section 4. There will be a recognized bargaining committee of representatives from the bargaining unit and a representative from Teamsters State, County and Municipal Workers Local #214 and/or the International Brotherhood of Teamsters. This committee will negotiate contracts and supplemental agreements conditional on necessary ratification. The City agrees to schedule all negotiation sessions outside of the regular working hours so there will be no loss of pay for employee representatives.

## ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Any employee having a specified grievance claiming a violation of any part of this Agreement must first present the same on a verbal basis to his/her immediate Supervisor, either individually or together with his/her Steward at the employee's option. It is understood that after this complaint of a grievance is made to the Supervisor, the Supervisor will give the employee an answer within twenty-four (24) hours. Subsequent to the Supervisor's answer the Union shall have three (3) days in the event they do not accept the Supervisor's decision to reduce the grievance to writing, specifying the section of the contract alleged to be violated and the conditions with which the Union claims violated the contract and submit the grievance in writing to the Supervisor. The Supervisor shall then give his/her answer, in writing, within three (3) working days.

Section 2. If the matter is not thereby disposed of, it will be submitted, by the Steward within three (3) working days of the Supervisor's written answer in Section 1, to the Director of Public Works or his/her designated representative. The Director of Public Works or his/her designated representative will date and sign an acknowledgement of receipt, and return one copy to the Steward. The Director of Public Works or his/her designated representative will meet with the Steward within five (5) working days and no later than five (5) working days from this meeting shall give a written answer to the grievance.

Section 3. If the matter is not thereby settled, the Union may within ten (10) working days after receipt of the answer from the Director of Public Works, file with him/her a notice that the Union desires to appeal it to the Grievance Appeal Board, consisting of three (3) members from each side. The Union may, if it so desires, bring in a Union Representative as one of its members at this step of the procedure. The City shall appoint

its three (3) representatives to meet with the Union at the Appeal Board. At such meeting either party may be represented by any outside representatives of its choice, and outside representatives of the Union may meet with the Steward not to exceed one-half (1/2) hour before the meeting begins. The Grievance Appeal Board shall, within six (6) working days after such meeting, give its written decision to the Steward.

Section 4. In the event that any grievance growing out of the interpretation or application of this Agreement is not settled through the Grievance Procedure at this point, the Union may request Arbitration within thirty (30) days from receipt of the disposition by the Appeal Board. Such requests shall be in writing, and shall state the issues to be decided and the portion of the Agreement which the Union claims to have been violated and the basis on which such violation is claimed. If there is no request made within the thirty (30) day period, the matter shall be considered settled on the basis of the last answer provided by the Employer.

Section 5. Not more than one grievance or dispute may be submitted in one arbitration proceeding, except by mutual agreement of the parties. The parties agree that the grievance shall be submitted to final and binding arbitration and the arbitrator shall be selected in accordance with the procedures and rules of the Federal Mediation and Conciliation Service.

Section 6. The fee of the impartial arbitrator, his/her travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, cost of a transcript if desired, witnesses or other persons attending the hearing on behalf of either party shall be borne by the party incurring them.

Section 7. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he/she have the power

to establish or change any classification or wage rate, to rule on any claim arising under an Insurance Policy or Retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to the interpretation of proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitrable hereunder.

Section 8. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the Grievance Procedure to the next written step within said time limits shall be considered settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement.

Section 9. Any claim for back wages will only be valid, in the event the grievance is decided in favor of the employee, from a period of ten (10) working days prior to the date the grievance was first filed in writing.

Section 10. The employee selected to act as Steward and the names of other union representatives, who may represent employees, shall be certified in writing to the Employer by the Union and the individuals so certified shall be authorized to process grievances. Changes of representatives shall be forwarded to the Employer so they can be noted.

#### ARTICLE VIII - DISCHARGE & DISCIPLINE

Section 1. The City agrees, promptly upon the discharge or discipline of any employee, to notify the Steward thereof in writing. The discharged or disciplined employee will be allowed to discuss the same privately with his/her Steward without undue delay after such action is taken. If such action is claimed to be in violation hereof, a grievance may be filed in accordance with the provisions of this Article. In the event

that the immediate Supervisor is absent the grievance may be filed at the next step of the procedure.

Section 2.

- a. An employee being subjected to suspension or discharge shall have the right and the opportunity to have a Union official present during such discipline.
- b. In imposing any discipline for a current charge of misconduct, the City shall not take into account any prior written warnings occurring more than twelve (12) months previously; and all record of written warnings more than twelve (12) months old shall be expunged from the employee's personnel file.

ARTICLE IX - SENIORITY

Section 1. New employees hired into the Unit, who are full-time employees shall be considered probationary employees for the first ninety (90) days. When an employee completes said probationary period, he/she shall be entered on the full-time seniority list, as of his/her date of hire.

Section 2. There shall be no seniority among probationary employees and they may be discharged, or laid off in any order, without recourse to the Grievance Procedure, except where it is claimed that such layoff or discharge was due to Union activity. The Union shall, however, represent probationary employees with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 3. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 4. Seniority shall be credited to each employee, as earned, within the non-interchangeable occupation group in which he/she works.

Section 5. There shall be two non-interchangeable occupational group seniority lists established for the purpose of layoff and recall, and promotion opportunities.

(a) Group one includes employees in the Department of Public Works:

1. Custodian
2. Park Worker
3. Laborer
4. Skilled Laborer
5. Grader Operator
6. Crew Leader

(b) Group two includes employees in the Water Department:

1. Laborer
2. Skilled Laborer
3. Water Specialist
4. Crew Leader

Section 6. The word "layoff" means a reduction in the working force in any non-interchangeable occupational group due to a decrease of work available or scheduled therein.

Section 7. Whenever a layoff occurs, all probationary employees shall be laid-off first before laying off any seniority employees. Seniority employees shall be laid off in reverse order of seniority within the non-interchangeable occupational group affected, and will be given at least five (5) working days advance notice. Higher paid employees may bump equal or lower paid employees, seniority permitting provided they can do the work.

Section 8. When the working force is increased after a lay-off, full-time seniority employees will be recalled first, and must return to their regular non-interchangeable occupational group as soon as required therein. Probationary employees shall then be recalled on the same basis.

Notice of recall shall be given by registered or certified mail. If an employee (not working somewhere full-time) fails to report for work within three (3) working days from date of recall, he/she shall be considered a quit.

Section 9. The seniority lists will show the names, job titles and rates of all seniority employees. A revised copy will be supplied to the Steward every six (6) months upon written request presented to the City Manager.

Section 10. Notwithstanding their position on the seniority lists, the Steward and the Alternate Steward shall in the event of a layoff be continued at work as long as there is a job in the City which they can satisfactorily perform and shall be recalled to work in the event of their layoff on the first open job in the City which they can satisfactorily perform.

Section 11. Any person considered as a casual, temporary, or part-time employee shall have no re-employment rights upon completion of their employment. Said employees shall not be subject to any of the provisions of this agreement, nor shall they have any of the rights, privileges, or benefits of this agreement. Temporary, casual, or part-time employees shall not be entitled to any of the benefits provided by the City except the rate of pay, as determined by the City.

Section 12. It is understood that employees as identified in Section 11 and including summer seasonal employees and employees in government programs, Federal, State and Local, that all of the above identified in Sections 11 and 12 are to be recognized as part-time employees.

Section 13. It is further understood that the above identified part-time employees shall not be entitled to any of the provisions of this labor agreement or any of the benefits provided by the City. These employees shall not have any preemptive rights over the bargaining unit for overtime

hours nor shall any of the above part-time employees be given any work while a bargaining unit employee is laid off. It is, therefore, understood that in the event of a layoff of regular employees, all of the employees identified as part-time employees must be laid off prior to a regular employee of the bargaining unit.

ARTICLE X - LOSS OF SENIORITY

Section 1. An employee shall lose his/her seniority and employment status for the following reasons only:

- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the Grievance Procedure as set forth in this Agreement.
- (c) He/she is absent for three (3) consecutive working days without notifying the Employer, in proper cases exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory the matter may be referred to the Grievance Procedure.
- (d) He/she retires or receives a pension from the City.
- (e) He/she fails to return to work at the termination of the leave of absence or sick leave. An exception shall be made upon the employee producing legitimate reason and proof of his/her inability to give notification that he/she could not return as scheduled prior to the expiration of the leave.
- (f) The employee has been on layoff or has been absent for any non-workers comp., non-duty related reason for a period of time equal to his/her seniority or two (2) years, whichever is shorter. The employee's seniority shall be frozen at the month

of departure unless that employee uses eighty (80) hours of accrued time in any one month, that month will be added to the total seniority of the employee. If a former employee with 10 or more years seniority is reemployed at regular full-time status, that person's accumulating new seniority will be added to the previous frozen, accrued seniority to equal their seniority.

## ARTICLE XI - PROMOTIONS

Section 1. Permanent promotions within the bargaining unit, non-interchangeable occupational group shall be made on the basis of seniority, provided ability, merit and capacity are relatively equal. Promotion is defined as the change to a higher-rated classification.

The parties mutually agree that applications will be received and promotions to the other non-interchangeable group will be given first priority by seniority, provided the applicants are relatively equal, before non-unit applicants.

If an employee is selected and accepts such change he/she will be given a seniority date within the new non-interchangeable occupational group for the said purpose of determining his/her layoff and recall seniority.

His/her total time worked for the City will be carried with the employee to the new group for all other purposes, such as vacations, pension, etc.

Section 2. If ability and capacity are equal the longest seniority employee shall be selected. Job vacancies which the City desires to fill will be posted for a period of at least five (5) working days, setting forth the requirements for the position, in a conspicuous place. Employees interested shall apply within the five (5) working days posting period by signing their name to the posting. The employee awarded the promotion shall be granted a two (2) week trial period to determine:

- (a) His/her desire to remain on the job.
- (b) His/her ability to perform the job.
- (c) In event the senior applicant is denied the promotion when ability and capacity are equal, reasons for denial shall be given in writing to the Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- (d) During the two (2) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Steward, in writing, by the Employer with a copy to the employee. The matter may then become a proper subject for the Grievance Procedure.
- (e) During the trial period, employees will receive the rate of the job they are performing.

#### ARTICLE XII - POSTING OF JOB OPENINGS

In addition to the requirements contained in Article XI, Promotions, the Employer agrees that all job vacancies within the bargaining unit shall be posted in a conspicuous place at least five (5) days before the Employer permanently fills such job. All employees shall be given the opportunity to file a request for such vacancy, however, if the provisions of Article XI, Promotions, do not apply the determination of whether or not an employee shall be given such job shall rest solely with the Employer.

#### ARTICLE XIII - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. for ninety (90) days or more 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 the vacancy.

#### ARTICLE XIV - WORKING HOURS

Section 1. The regular working week shall be five (5) consecutive eight (8) hour days, Monday through Friday.

Section 2. The City reserves the right to set work schedules and to shorten, change, or lengthen the work week. Normally the schedule of work hours for full-time employees shall be from 8:00 a.m. to 4:30 p.m., including said lunch period. If changes are made, the City shall notify the Union, in writing, at least five (5) days before they are to go into effect and such changes may, within the notice period, be made the subject of a Special Conference.

- (a) Full-time employees who are scheduled to work on Saturday and/or Sunday will be guaranteed not less than two (2) hours pay for work performed.

Section 3. Employees may take a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon at times specified by the Supervisor.

#### ARTICLE XV - ON CALL DUTY

Section 1. When regular full-time employees are assigned to "on-call" for weekend and holiday periods the following provisions shall apply:

Section 2. Saturday "on-call" extends from Friday at regular quitting time to 12:00 a.m. Sunday.

- (a) Employees who are on call shall be paid five (5) hours pay.
- (b) All periods of reporting to work shall be paid a minimum of two (2) hours at time and one-half (1 1/2).

Section 3. Sunday "on call" extends from 12:01 a.m. Sunday to the regular starting time Monday morning.

- (a) Employees who are on call shall be paid five (5) hours pay.
- (b) All periods of reporting to work shall be paid at a minimum of two (2) hours at double time.

Section 4. Holidays (Monday through Friday) "on-call" extends from regular quitting time the day before to the regular starting time the next day.

- (a) Employees who are on call shall be paid five (5) hours pay.
- (b) All periods of reporting to work shall be paid at a minimum of two (2) hours at double time.

Section 5. SPECIAL PROVISION

The parties further agree that the following section may be implemented under the conditions outlined below by the City which will replace Section 1 above in the event the City has evidence that there has been any concerted activity on the part of employees to avoid reporting for work outside of regular hours for specific assignments under "call-in-pay". It is further agreed that the City shall be required to establish reasonable evidence that such refusal was deliberate and as a result of planning by one or more employees in the bargaining unit. The parties further agree that these requirements are subject to the Grievance Procedure. Furthermore, if "Alternative Section 1" is implemented, on-call pay shall be negotiated.

Alternate Section 1. When Regular full-time employees are assigned to "on-call" for one (1) week periods it shall begin on 8:00 a.m. Monday and extend until 7:59 a.m. the following Monday and the following provisions shall apply:

ARTICLE XVI - CALL-IN

Employees shall receive a minimum of two (2) hours pay at time and one-half (1 1/2), whenever they are required to return to work outside their scheduled working hours, plus time and one-half (1 1/2) for all actual hours worked in excess of the first two (2) hours except Sunday and holidays which shall be at double time.

ARTICLE XVII - PREMIUM PAY

Section 1. Employees shall receive a premium of fifty percent (50%) above their regular straight time rate for:

- (a) All work performed in excess of forty (40) hours per week. The City shall count all actual hours worked, eight (8) hours per full day for excused absences (includes sick time), holiday pay, and vacation pay.

Section 2. Employees shall receive a premium of one hundred percent (100%) above their regular straight time rate for:

- (a) All work on Sundays and Holidays.

Section 3. Employees whose shift has a regular starting time between 1:00 p.m. and 12:01 a.m. shall receive a twenty cents (20 ) per hour premium.

Section 4. There shall be no pyramiding of premium pay.

ARTICLE XVIII - HOLIDAYS

Section 1. The following days shall be designated and observed as holidays for which eligible employees who do not work thereon will be paid, except as provided below:

- |                     |                           |
|---------------------|---------------------------|
| New Year's Day      | Labor Day                 |
| Good Friday         | Thanksgiving Day          |
| Memorial Day        | Friday after Thanksgiving |
| Independence Day    | Christmas Eve Day         |
| Employee's Birthday | Christmas Day             |

Section 2. To be eligible, the employee must be on the seniority list as of the date of the holiday and must have worked the full scheduled day before and full scheduled day after such holiday, unless excused.

If a holiday should occur on Saturday, it will be observed on the preceding day.

If a holiday should occur on Sunday, it shall be observed on the following day. The Employee's Birthday which shall be a floating holiday to be taken within one year of the actual date of the employee's birthday.

When Christmas Day falls on Saturday the City will not be obligated to allow employees off of their shift on Thursday, but will be required to pay holiday pay for that eight (8) hours if employees qualify as otherwise provided in this Article.

Section 3. Eligible full-time employees who perform no work on a holiday shall be paid eight (8) times their regular hourly rate of pay.

#### ARTICLE XIX - VACATIONS

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned. All vacations must have the approval of the Department Head. A vacation schedule will be maintained on the bulletin board. Employees must notify their Department Head at least sixty (60) days, if possible, in advance of the next anniversary of their seniority date, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request and place a notation thereof on the schedule. Vacations taken during the summer months must be confirmed by the Department Head by May 1.

Section 2. When a holiday is observed by the City during a scheduled vacation, the vacation will be extended one day, either before or after continuous with the vacation.

Section 3. A vacation may not be waived by an employee and extra pay received for work during that period, except under unusual circumstances and then only with the permission of the City Manager or his/her designated representative.

Section 4. If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through her/her anniversary year, he/she will be awarded payment in lieu of vacation.

Section 5. Vacation leave must be used at least one week at a time, unless otherwise approved by the Department Head.

Section 6. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

Section 7. Employees eligible for vacation pay will be paid for accrued vacation credits at their current regular hourly rate. The time during which an employee is absent on paid vacation will count as time worked for the purpose of all benefits.

Section 8. Vacations with pay will be granted based on the following schedule:

- (a) Employees who have seniority on their anniversary date of hire, and have completed one year of service shall be eligible for two weeks vacation.
- (b) Employees who have seniority on their anniversary date of hire, and have completed four years of service shall be eligible for three weeks vacation.
- (c) Employees who have seniority on their anniversary date of hire, and have completed fifteen years of service shall be eligible for four weeks vacation.

Section 9. Employees must work on the job at least 1040 hours during the qualifying year to be eligible for vacation credits the following

year. Employees who work at least 750 hours shall receive one-half (1/2) their eligible vacation credits.

Section 10. Vacation leave may be cumulative, but employees may not carry over into their next seniority year more than one-half (1/2) of his/her earned annual vacation leave.

Section 11. Upon termination of employment due to resignation provided two (2) weeks notice is given, retirement, layoff or death an employee or his/her estate in the event of death, shall be compensated for all unused vacation leave through date of termination.

#### ARTICLE XX - LEAVES OF ABSENCE

Section 1. Leaves of absence for reasonable periods not to exceed the times specified below will be granted, upon written request of the employee for:

- (a) Illness, physical or mental one year
- (b) Compelling personal reasons thirty (30) days

Such leaves may be terminated and the employee discharged if he/she works elsewhere during the leave.

- (c) Education one year

Such leaves may be restricted, deferred or denied where circumstances warrant.

They may be extended for like cause and for appropriate periods not exceeding the limits above.

Section 2. Employees elected to a Union position or selected by the Union, not to exceed one at any one time, to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence for periods not less than three

(3) months nor more than two (2) years and, upon their return, shall be re-employed at work with accumulated seniority.

Section 3. One member of the Union elected to attend a convention of the International Union or an educational conference not exceeding one (1) week shall be allowed time off, without pay, to attend such conference and/or conventions. Any additional member may be allowed time off in accordance with the above provisions provided acceptable arrangements are made and approved by the Department Head.

Section 4. Veterans

(a) Reinstatement of Seniority Employees.

Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available for which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus thirty (30) days.

(c) Sub-sections (a) and (b) above only apply to those Veterans who do not voluntarily extend their initial period of enlistments or selective service obligations.

## ARTICLE XXI - FUNERAL LEAVE

Section 1. An employee shall be allowed up to three (3) working days, not to be deducted from paid sick leave, for the express purpose of, and contingent upon, making arrangements and attending the funeral where a death occurs in the employee's immediate family (parents, parent-in-law, brother, sister, grandchild, spouse and children). In unusual circumstances, the City Manager, within his/her/ sole discretion, may give consideration to other or additional paid time.

Section 2. An employee shall be allowed one (1) working day, not to be deducted from paid sick leave, for the express purpose of attending the funeral of a grandparents, brother-in-law, and sister-in-law.

## ARTICLE XXII - SICK LEAVE

Sick leave shall not be considered an option which an employee may use at their discretion, but shall be utilized only when there is actually a sickness or disability which requires their absence from work.

### Section 1. Procedure.

To receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or his/her department head prior to or within two (2) hours after the time set for the beginning of his/her daily duties. Such notification made by 11:00 a.m. (two (2) hours after the opening of city hall) shall be acceptable. The Employer reserves the right to require an employee to submit a statement from a physician whenever an employee has abused the utilization of sick leave. A request form for sick leave, furnished by the City, must be filled out immediately upon the employee's return to work or within one week following the beginning of

employee's disability. No sick leave will be granted without approval of the employee's department head.

Section 2. Eligibility.

All regular full-time employees shall be eligible to accumulate and receive sick leave benefits.

No employee shall be entitled to sick leave credit until he/she shall have attained seniority at which time he/she will be credited with the number of days as indicated in Section 3 (a) of this Article.

An employee injured on any other regular employment, outside of City employment, where social security payroll deductions may be required shall not be eligible for sick or disability benefits.

Section 3. Computation of Benefits.

- (a) The maximum amount of sick leave earned for each regular full-time employee shall be one day per month (exclusive of overtime at the time such leave is taken). Sick leave shall be computed from the first full working day upon becoming a full-time employee.
- (b) At the end of each year, any unused portion of the earned sick leave becomes accumulative up to a total of one hundred sixty (160) work days. This accumulation may be carried over from year to year.
- (c) Half payment is made for unused sick leave upon retirement or death; upon separation from City employment due to a reduction in manpower; and upon permanent separation from City employment after five (5) consecutive years of service if such permanent separation and resignation conforms to Article XIII of the Personnel Rules, (Resignation). Upon discharge for just cause or upon quitting without at least 14 days notice to the City Manager, an employee shall not be entitled to receive pay for

unused sick leave. Upon termination for other reasons, employees shall be entitled to pay for unused sick leave to which they are entitled.

- (d) Effective July 1, 1993, the following shall replace paragraph (c) above:

Full payment is made for unused sick leave upon retirement or death and upon separation from City employment due to a reduction in manpower after ten (10) consecutive years of service if such permanent separation and retirement conforms to Article XIII of the Personnel Rules, (Resignation). Upon discharge for just cause or upon quitting without at least 14 days notice to the City Manager, an employee shall not be entitled to receive pay for unused sick leave. Upon termination for other reasons, employees shall be entitled to pay for unused sick leave to which they are entitled.

- (e) An employee who received compensation under Worker's Compensation Insurance or any other insurance, as provided by the City, may receive for the duration of such compensation, only that portion of his/her salary which will together with such compensation, equal his/her regular salary until accumulated sick leave has expired. Simultaneous supplemental payment with Worker's Compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours, any injury sustained by him/her, it shall be presumed that such injury resulted from his/her own negligence. In all cases, negligence on the part of the employee injured shall be determined or presumed and such finding shall be final unless such finding is appealed through the Grievance Procedure.

Section 4.      Sick Leave Records.

Each department shall keep records of its employees' leave days and shall report the same to the City Manager monthly.

Section 5.      Employees who have exhausted their paid sick leave will be eligible for sick leave benefits under the provisions of the Accident & Sickness policy provided by the City, but the provisions of this subparagraph do not apply to cases compensable under the Worker's Compensation Act nor to injuries incurred in gainful employment elsewhere.

Section 6.      An employee while on paid sick leave of Accident and Sickness benefits will be deemed to be on continued employment for the purpose of sick leave accumulation.

Section 7.      Employees who have used up their entire accumulation of sick leave may draw upon their accumulated vacation time and, upon exhausting it, will be carried as on leave without pay.

Section 8.      Upon written request to, and approval from, the Director of Public Works or his designee an employee may use up to three (3) sick leave days per year to attend to personal business, provided it does not substantially impair the operation of the department. An employee shall request a personal leave in writing a minimum of one week in advance of the date desired. The one week advance request requirement may be waived at the discretion of the Director of Public Works in case of urgent need. Employees using four (4) or less sick days during the contract year July 1st through June 30th, shall be given one (1) personal leave day to be used the following contract year in place of one (1) charged sick leave day and that personal day will not be charged to sick leave.

ARTICLE XXIII - JURY DUTY

The City agrees to pay the difference between jury pay and the employee's regular pay provided satisfactory proof is submitted of the

amount of jury duty pay received and that the employee actively served on jury duty. Whenever employees are released and they can report to work on that day, they will be expected to return to work. This provision will not apply if employees volunteer for jury duty.

#### ARTICLE XXIV - LONGEVITY PAY

Any employee who has completed one year service to the city by December 1st shall receive two days longevity pay by the first Thursday in December providing the employee is actively at work on December 1st. One additional day's pay shall be added after each five complete years of service with the city.

#### ARTICLE XXV - INSURANCE AND PENSION

##### Section 1. Health Insurance.

- (a) Upon submission of a written application, the City shall provide, without cost to all full time employees Blue Cross/Blue Shield, MVF-1, with Riders; \$2.00 Co-Pay Prescription or its equivalent protection for each month the employee is actively at work. To the extent permitted by law, Blue Cross/Blue Shield or Limited Medical Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare. An open enrollment period shall be provided annually during the month of September.
- (b) Upon submission of a written application, the City shall provide, without cost to all full time employees Blue Cross/Blue Shield Vision Plan (includes dependents) or its equivalent protection.

- (c) Upon submission of a written application, the City shall provide, without cost to all full time employees Delta Dental Plan D (includes dependents) or its equivalent.

Class I, diagnostic, preventative and emergency palliative - 100 percent; the balance of Class I benefits including radiographs 75 percent.

Class II, prosthetics and major restorative services (crowns, jackets and gold related services) - 50 percent.

Maximum Contract Benefits - \$800.00 per person total per contract year of Class I and Class II benefits.

- (d) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the City in his/her behalf for failure to comply with this paragraph.

- (e) An employee eligible for Medicare shall enroll for Medicare eligibility date provided the City notifies the employee six (6) months prior to his/her eligibility. The employee shall be held responsible for any overpayment of insurance premiums made by the City for failure to comply with this paragraph.

1. Employees eligible for Medicare benefits on and after January 1, 1983, must notify the City, in writing, of their primary program election. Employees can either elect Medicare or the City-provided plan as their primary program (as required by T.E.F.R.A.).
2. The City will not be liable for any penalties against the employee by the insurance carrier (including Medicare) as a result of his/her election.
3. To the extent permitted by law, premiums for Medicare

supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.

- (f) The City agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- (g) Employees electing health coverage are required to submit, annually, an affidavit certifying they are not covered under any other Employer-sponsored group health insurance program before the health insurance subsidy will be implemented by the City.
- (h) To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" with this Employer before benefits are effective.
- (i) In lieu of the above health insurance coverage, employees shall have the option of enrolling in a federally-qualified health maintenance organization (HMO). The City shall provide HMO coverage without cost to all full time employees and their immediate family. Employees who elect the HMO option are still subject to paragraphs d, e, f, h, and i above.
- (j) If the Employer wishes to propose a self-funded or self-insured health plan to its employees, the Employer shall call a special conference of all the City's employees to discuss and negotiate the matter.

Section 1A.                      Health Insurance.

Effective 4/1/95, the City shall provide without cost to all full-time employees and their immediate family, Blue Cross-Blue Shield Insurance Comprehensive Hospital Care PPO, Semi-Private with Riders; \$5.00

Prescription co-pay, and Vision Care Plan or its equivalent protection for each month the employee is actively at work. This coverage replaces the specified coverage in the above section. The City will offer without cost to full-time employees, a Blue Care Network HMO, BCN-5, Option II, with a \$5.00 prescription co-pay or its equivalent protection. If during any fiscal year beginning 7/1/95, the expense of these related \$5.00 co-pays, and the \$25.00 co-pay related to emergency medical care totals more than \$500.00, the City shall remunerate the employee for that amount over \$500.00 until that 12 month period has ended. The employee shall submit the proper documentation to the City for approval of this remuneration. The City shall also attempt to offer a Blue Cross - Blue Shield Plan N, CMM, PPO with a \$5.00 prescription co-pay, if the City is able to secure at least the minimum number of enrollees required for the program.

The current Health Plus HMO will continue to be offered to the bargaining unit members under the following conditions:

- 1) It will not be offered to new employees.
- 2) The City will pay the premium for the current employee only.
- 3) If the employee wishes to have coverage under this plan for eligible members of his/her family, the employee must pay the difference in premium between the Health Plus premium for the employee and spouse and/or dependents and the next highest premium that the employee could choose for coverage for the employee and spouse and/or dependents. The amount of payment would be capped at \$75.00 per month for coverage for two and \$100.00 per month for coverage for three or more.

## Section 2. Long-term Disability Insurance.

The City shall provide a long-term disability policy to bargaining unit employees in the amount of 60% of base salary up to \$2,000 per month benefit to age 65, with a 90 calendar day elimination period, effective as soon as

possible after ratification of the agreement by both parties. Short-term disability insurance will no longer be offered to the bargaining unit.

Section 2A.            Disability Days.

The first full month after the long-term disability insurance is in effect, bargaining unit employees shall accrue disability days at the rate of four (4) hours per month of service. These days shall be banked separately and not subject to redemption at retirement. This accrued time is to be used exclusively to receive compensation during the elimination period of the above specified long-term disability policy. This time can be used alone or in combination with other accrued time to receive compensation during the elimination period. Disability days payment will occur when it is established from a medical report, that the disability will span at least the 90 calendar days, and the disability policy will come into effect. In addition, should the employee's sick bank reach the maximum allowable cap, that amount in excess of the cap may be banked in this account and shall be used only for the above purpose.

Section 3.            Life Insurance.

- (a) Employer shall maintain life insurance to its employees in the sum of \$25,000 AD and D, effective as soon as possible after ratification of the agreement by both parties.
- (b) Employees who have City-provided term life insurance, as provided through the insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.

Section 4.            The City agrees to pay its share of the above mentioned insurance plans as long as the employee is actively at work for the City.

If an employee is absent from work and is eligible for Worker's Compensation, the City will continue to pay its obligation for eighteen (18) months beyond the end of the month in which the employee last worked. If the employee is absent from work because of layoff or sickness, the City will continue to pay its obligations for one (1) month beyond the end of the month in which the employee last worked. The City will cease any payments on the day an employee's seniority is terminated under other provisions of this Agreement.

Section 5.      Pension Plan.

The City shall provide, and pay in full, the Michigan Employees Retirement System Program B-1, with F-55 waiver (25/55) for all bargaining unit employees. If according to M.E.R.S. actuaries funding levels decrease to the point of requiring a contribution into the M.E.R.S. pension. The issue shall be a proper subject for negotiations at the time a contribution becomes mandatory, and shall be subject to the rules and regulations of M.E.R.S and the statutes of the State of Michigan. The City shall make available to all interested bargaining unit employees, deferred compensation plans offered by the International City Management Association and the U.S. Conference of Mayors.

Section 6.      All insurances provided by the City are subject to the rules and regulations of the carrier including first effective date of coverage.

ARTICLE XXVI - GENERAL PROVISIONS

Section 1.      Meals

(a)            When the employee is required to work four (4) hours or more immediately preceding his/her scheduled starting time and he/she is not notified of the assignment before the end of his/her previous working day,

he/she shall be eligible for a meal at the City's expense at the next recognized meal time (breakfast, lunch or dinner).

(b) When an employee is required to continue working for four (4) continuous hours after his/her regular quitting time and he/she is not notified of the assignment before the end of his/her previous working day, he/she shall be eligible for a meal at the City's expense.

(c) Except as otherwise provided in this Article, employees will be furnished additional meals, at regular recognized meal times (breakfast, lunch, dinner) during call-in situations provided at least five (5) continuous hours have been worked from the previous meal time.

(d) In addition to the three (3) basic daily meals of breakfast, lunch and dinner a midnight lunch period is established provided the conditions of Section 3 are met.

(e) The immediate supervisor shall arrange for a thirty (30) minute time period for the purpose of eating such meals. Under no circumstances will any work time be accrued during any lunch period.

(f) The limitations on meals are as follows:

Breakfast -	\$3.00
Lunch -	\$4.00
Dinner -	\$6.00
Midnight Lunch -	\$4.00

The City shall reimburse an employee up to the listed maximums. If less than the maximums, the actual cost of the bill shall be paid. Meal receipts must be signed by the employee.

(g) The employees referred to in this Agreement will be required to provide their own meals for scheduled overtime when notified of the assignment before the end of the previous working day.

Section 2. Safety Shoes

The City shall provide, in accordance with the general provisions of the Department of Labor, General Industrial Safety Standard regulation effective this date, a maximum of one hundred dollars twenty (\$120.00) per employee for the purchase of duty related steel toed safety shoes per year. Employees shall be required to provide proof of purchase and shoes being replaced.

Section 3. All employees must live within a twenty (20) mile radius of the City of Fenton Department of Public Works Garage for continued employment. In consideration thereof, on-call employees will be allowed to drive a city vehicle to their residence, to be used only for city business.

Section 4. Commercial Drivers License.

If required by the federal government, the City shall pay the fee for obtaining a Commercial Drivers License. Employees shall be required to provide proof of licensure and fee paid.

## ARTICLE XXVII - OVERTIME DISTRIBUTION

Section 1. Overtime will be on a rotating basis in an attempt to equalize overtime as equally as practical within classifications. An up-to-date list showing overtime pay shall be posted in a prominent place.

- (a) Whenever employees are required to work overtime, they will be given as much advance notice as possible under the circumstances. They may be excused from working overtime for legitimate reasons, but, in such event, will be charged with the average number of overtime hours worked on such occasion by other employees in the same classification, for equalization purposes. Employees who enter another classification shall be charged with the number of overtime hours worked by the employee therein who has the highest number of such hours.

## ARTICLE XXVIII - BULLETIN BOARDS

The City will provide bulletin board space which may be used by the Union for posting notices of Union events, meetings, elections, results of elections and social events. Such space will not be used for posting any personal matters, advertising or political items and all such notices shall be signed and dated by the Steward.

## ARTICLE XXIX - NEW JOBS

When a new job is created which cannot properly be placed in an existing classification, the City, upon determining the requirements thereof, shall post the same for ten (10) days upon the bulletin board and establish a rate therefor. If the Union desires to negotiate concerning the rate so established, it shall notify the City Manager of that fact within six (6) working days after such posting, and the parties will arrange a Special Conference on the matter, otherwise, the rate will become permanent.

### ARTICLE XXX - SAFETY COMMITTEE

A safety committee of employees composed of one employee from each of the two non-interchangeable occupational groups and representative of the Employer is hereby established. This committee shall meet at least once per month not to exceed one hour of paid time, for the purpose of making recommendations to the Employer.

Whenever employees are assigned to operate equipment that is hazardous, said equipment shall be maintained in a reasonable condition and all employees shall be instructed in the safe and proper method for operation of such equipment.

### ARTICLE XXXI - SAVINGS CLAUSE

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of, or compliance with which, has been restrained, as above set forth, the parties affected shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

#### ARTICLE XXXII - CLEAN UP TIME

Employees will be allowed reasonable clean-up time before lunch and the end of their shift.

#### ARTICLE XXXIII - WAIVER CLAUSE

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 City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This provision will not preclude the parties from mutually agreeing to negotiate new proposals during the term of this contract.

#### ARTICLE XXXIV - WORKER'S COMPENSATION

In the event an employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws.

ARTICLE XXXV - CLASSIFICATION AND RATES

The following rates will become effective January 1, 1994, at 12:01 a.m.

	<u>Start</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>
1. Laborer	11.35	11.99	-	-
2. Skilled Laborer	11.51	12.13	12.45	13.07
3. Grader Operator	13.03	-	13.23	13.47
4. Custodian	9.96	-	11.99	-
5. Parks	11.35	11.99	-	-
6. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

Water Department

1. Laborer	11.35	11.99	-	-
2. Skilled Laborer	11.51	12.13	12.45	13.07
3. Water Specialist	13.03	-	13.23	13.47
4. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

The 6 month Water Specialist rate will be paid when the employee attains the first certificate.

The 1 year Water Specialist rate will be paid when the employee attains the second certificate.

The two certificates referred to in this contract shall be the S-2 and D-2 certificates and may be in any order.

The following rates will become effective July 1, 1994 at 12:01 a.m.

	<u>Start</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>
1. Laborer	12.30	12.97	-	-
2. Skilled Laborer	12.47	13.12	13.45	14.09
3. Grader Operator	14.05	-	14.26	14.51
4. Custodian	10.86	-	12.97	-
5. Parks	12.30	12.97	-	-
6. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

Water Department

1. Laborer	12.30	12.97	-	-
2. Skilled Laborer	12.47	13.12	13.45	14.09
3. Water Specialist	14.05	-	14.26	14.51
4. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

The 6 months Water Specialist rate will be paid when the employee attains the first certificate.

The 1 year Water Specialist rate will be paid when the employee attains the second certificate.

The two certificates referred to in this contract shall be the S-2 and D-2 certificates and may be in any order.

The following rates will become effective July 1, 1995 at 12:01 a.m.

	<u>Start</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>
1. Laborer	12.80	13.49	-	-
2. Skilled Laborer	12.97	13.64	13.99	14.66
3. Grader Operator	14.61	-	14.83	15.09
4. Custodian	11.29	-	13.49	-
5. Parks	12.80	13.49	-	-
6. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

Water Department

1. Laborer	12.80	13.49	-	-
2. Skilled Laborer	12.97	13.64	13.99	14.66
3. Water Specialist	14.61	-	14.83	15.09
4. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

The 6 month Water Specialist rate will be paid when the employee attains the first certificate.

The 1 year Water Specialist rate will be paid when the employee attains the second certificate.

The two certificates referred to in this contract shall be the S-2 and D-2 certificates and may be in any order.

The following rates will become effective July 1, 1996, at 12:01 a.m.

	<u>Start</u>	<u>3 month</u>	<u>6 months</u>	<u>1 year</u>
1. Laborer	13.31	14.03	-	-
2. Skilled Laborer	13.49	14.19	14.55	15.24
3. Grader Operator	15.20	-	15.42	15.69
4. Custodian	11.74	-	14.03	-
5. Parks	13.31	14.03	-	-
6. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

Water Department

1. Laborer	13.31	14.03	-	-
2. Skilled Laborer	13.49	14.19	14.55	15.24
3. Water Specialist	15.20	-	15.42	15.69
4. Crew Leader	Add \$.47 per hour to the appropriate hourly rate.			

The 6 months Water Specialist rate will be paid when the employee attains the first certificate

The 1 year Water Specialist rate will be paid when the employee attains the second certificate.

The two certificates referred to in this contract shall be the S-2 and D-2 certificates and may be in any order.

ARTICLE XXXVI - TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 1994 and its terms and conditions shall remain in full force and effect until June 30, 1997.

(a) If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement will continue in effect from year to year thereafter, subject to notice of termination by either party on one hundred twenty (120) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. 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.

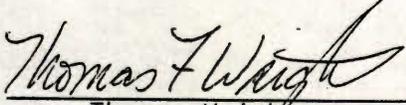
(c) Notice of Termination or Modification.

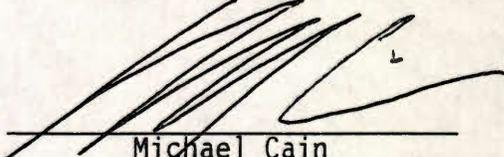
Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 2825 Trumbull Avenue, Detroit, Michigan 48216-1297; and if the Employer, addressed to City of Fenton, 301 South Leroy Street, Fenton, Michigan 48430-2196; or to any such address as the Union or the Employer may make available to each other.

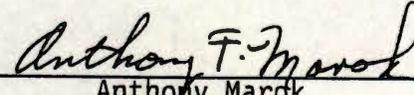
IN WITNESS WHEREOF the parties have set their hand this       day of  
March, 1995.

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS  
LOCAL #214

CITY OF FENTON

  
\_\_\_\_\_  
Thomas Wright  
Steward

  
\_\_\_\_\_  
Michael Cain  
City Manager

  
\_\_\_\_\_  
Anthony Marok  
Business Representative

  
\_\_\_\_\_  
Lucille Little  
City Clerk

GRIEVANCE SETTLEMENT  
and  
LETTER OF UNDERSTANDING

The parties hereto, City of Fenton (hereinafter referred to as "City") and Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as "Union") agree to settle the D.P.W. Class Action grievance dated March 20, 1992, pursuant to the following:

1) During the terms of our collective bargaining labor agreements and for the purpose of preserving work and job opportunities for the employees covered by these agreements, the City agrees that no work, services or positions presently performed or hereafter assigned to any classification or division of the Water Department, D.P.W. and Recreation Department within the state certified bargaining unit will be replaced with an outside contractor, whether such work, service or positions are lost due to layoff, resignation, retirement, discharge or otherwise. Provided, however, it is further understood and agreed that this provision shall not be interpreted to require the City to maintain existing staffing levels, nor shall this provision require the City to fill vacant positions not inconsistent with the terms of our labor agreements.

2. The City and the Union agree that the issue of subcontracting and the scope of bargaining unit work shall be limited to the scope of the work and position of the custodians and shall be the subject of collective bargaining to be addressed during negotiations for the next collective bargaining agreement. Provided, however, that it is further understood and agreed that this provision does not cause the layoff or loss of the highest standard of income for the existing custodians as provided by our labor agreements.

3. In consideration of the above, the Union will dismiss with prejudice the D.P.W. Class Action Grievance dated March 20, 1992.

Both parties have read, understood and agree to the provisions as set forth above.

FOR THE CITY:

Michael Schepers  
Michael Schepers  
City Manager

Dated: 3-19-93

FOR THE UNION:

Anthony F. Marok  
Anthony Marok  
Business Representative

Thomas F. Wright  
Tom Wright, Steward

Delno B. Murphy  
Delno Murphy, Alternate

Dated: 3-19-93

The above provisions will take effect on March 19, 1993.

✓  
AC  
5/20/93