

6/30/96

A G R E E M E N T

between

CITY OF FENTON

and

CITY OF FENTON EMPLOYEES UNION, UNIT #2

Fenton, City of

July 1, 1993 - June 30, 1996

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PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Fenton, Michigan, hereinafter referred to as the "City" and City of Fenton Employees Union, Unit #2, hereinafter referred to as the "bargaining unit", pursuant to Act 336 of the Michigan Public Acts of 1947, as amended.

The purpose of this Working Agreement between the City and the bargaining unit is to promote and ensure a spirit of mutual confidence and cooperation, to set forth the general policy of the city on personnel and procedures, to establish uniform and equitable rates of pay and conditions of work, and to provide a method for the redress of any grievance.

ARTICLE I

RECOGNITION

Section 1 - Bargaining Unit

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of work for all employees covered in Michigan Employment Relations Commission Case R-80 G-319 which reads as follows: "All full-time clerks and inspection personnel excluding administration and supervisory personnel and all other employees."
- B. Classifications created subsequent to approval of this Agreement where the functions, duties, and scope of responsibility for the position would be of a nature similar to the functions, duties, and scope of responsibility of the positions listed in Section

1-A will be subject to negotiations for inclusion in this bargaining unit.

Section 2 - Aid to Other Unions

The City agrees that it will not negotiate with any other union, individual, or group of individuals concerning wages, hours, or conditions of work affecting members of this bargaining unit as long as this Union is the legally designated representative.

Section 3 - Union Security

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) The Union is required under this Agreement to represent all of 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 own way and assume his 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 provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 4

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 the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employee, 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 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) 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 II

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the City of Fenton on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the City of Fenton. In order to conduct its business efficiently, the City of Fenton, shall have the following rights:

To discontinue, temporarily or permanently, in all or part, conduct of its business and operations;

To decide on the nature or materials, supplies, equipment, or machinery to be used, and the price to be paid;

To hire the working force in accordance with the requirements determined by management;

To transfer, promote or demote employees;

To lay off, terminate, discharge, discipline or otherwise relieve employees from duty for lack of work;

To direct and control the work forces;

To establish reasonable rules and regulations governing employment and working conditions;

To determine the size of the work force, including the number of employees assigned to any particular operation;

To determine the length of work week and when or if overtime shall be worked and to require reasonable overtime if needed;

Except as limited by express provisions of this Agreement, the Employer shall suffer no restrictions in management functions.

The parties agree that this contract 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 agree 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 III

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 IV

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance is an expressed violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2

All grievances shall be settled only in accordance with the procedures set forth in this Article.

Step 1. Any employee having a complaint in connection with his employment shall present it to the employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with his/her immediate supervisor or his designee.

Step 2. If the matter is not so resolved, the steward and/or the employee may discuss the complaint with the Supervisor. If not resolved in this manner, it shall be reduced to writing on the regular grievance form provided by the Union, signed by the employee and

presented to the employee's immediate supervisor within five (5) working days of the alleged grievance. The Supervisor shall answer said grievance within five (5) working days of receipt of same.

Step 3. If the grievance is not settled in Steps 1 and 2, the Union may within five (5) working days after the supervisor's answer, request a meeting between Union representatives and the City Manager and/or his representative to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Employer will render his decision within ten (10) working days thereafter.

The Employer and the Union may by mutual agreement extend the time limits of the Grievance Procedure. Working days are defined as Monday through Friday (excluding holidays).

Section 3 - Arbitration

If the grievance is not settled in the last step above, the Union Representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations. The arbitrator shall not have authority nor shall be considered his function to include the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in

what is, in effect, a modification (whether by addition or detraction) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such a decision is fair or equitable or because in his opinion it is unfair or inequitable. The decision of the arbitrator shall be final and binding on both parties.

Section 4

Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.

The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.

ARTICLE V

REPRESENTATION

Section 1 - Negotiating and Grievance Committee

The Union shall be represented in all negotiations by a Committee of the Union. The Committee shall be composed of the Union President and Steward or Alternate Steward. The City shall negotiate with those representatives as herein provided. These members of this Committee shall also constitute the Grievance Committee.

Section 2 - Union Stewards

In each unit, employees in the bargaining unit shall be represented by a Union Steward, who shall handle the investigation and presentation of grievances for his/her area of responsibility. In the absence of a Union Steward or Alternate Steward, any elected Union Officer may act in his/her stead.

Section 3 - Notice of Union Representatives

The Union shall provide the City Manager with the names, work locations, and telephone numbers of all Unit Stewards, Union officers, and Negotiating Committee members on an annual basis, during the month of July. Changes in the above officers and stewards will be forwarded to the City Manager in writing should they occur more than once annually, within thirty (30) days of the change. The City shall direct all correspondence, inquiries, and substantive matters concerning the Union to the Union Steward or, in his/her absence, the Alternate Steward of the Union.

ARTICLE VI

DISCRIMINATION

The Council agrees that it shall be a violation of this Agreement for the Council and the Union to limit, segregate or classify any employee which in any way deprives, or tends to deprive, any employee of employment opportunities or otherwise adversely affects their status as an employee because of such individuals' race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Council from establishing a reasonable and equitable retirement policy for its employees.

ARTICLE VII

ANTI-NEPOTISM

Section 1 - General Statement

Employment selection, recruitment, promotion and other personnel actions shall be made on the basis of qualifications. The City shall strive to eliminate the potential for favoritism, personal preference, and discrimination through rigid and fair employment standards. Nepotism presents potential problems to fair and impartial personnel administration and shall be subject to guidelines and restrictions established by the City of Fenton.

Section 2 - Definitions

- A. IMMEDIATE FAMILY - Includes any natural or step parent, child, brother, sister, spouse, and any other person living in the employee's household.
- B. NEPOTISM - Includes favoritism, in hiring or employment decisions shown to members of one's immediate family by reason of the relationship rather than merit, qualifications, or ability.

Section 3 - Policy

- A. Any immediate family member of a bargaining unit member shall not be considered for employment with the City.
- B. Two persons of the opposite sex who are married or cohabitating together shall not both be employed by the City. Where two or more individuals already in the employ of the municipal government in the same department or working within close physical proximity, even within different departments, become immediate family members by marriage or cohabitating together, they shall be required to decide among themselves who shall leave the employ of the City and who shall stay. Should such employees be unable to reach an agreement within fifteen (15) calendar days, after notice from the City, the employee whose termination is in the best interests of the City will be terminated immediately thereafter.
- C. In no case shall an employee participate directly, or indirectly, in the recruitment or selection process for a position for which a member of such employee's immediate family has filed an official employment application.
- D. Additional restrictions may be required by certain laws and/or regulations of the Federal or State government. Employees so

affected are responsible for the awareness and adherence to any such law/regulations.

E. Nothing in this section shall be construed to prohibit an employee's family member from being elected or appointed to the City Council or any Board or Commission.

F. Existing family members who are employed by the City of Fenton as of February 12, 1991 shall be exempt from the provisions of this policy.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1 - Requesting Leave of Absence

Upon request, the City Manager or his designees may grant leaves of absence, without pay, to an employee. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request a leave of absence in writing in advance of the date desired. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with the specific recommendation of the Department Head. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks.

Section 2 - Educational Leave of Absence

Employees with seniority who desire to further their education may make application for a leave of absence for that purpose. One continuous leave may be granted to employees for a period not to exceed twelve (12) months, but an employee shall be obligated to show that granting such leave is in the interest of the City. Additional leaves may be granted at the discretion of the City Manager.

Section 3 - Sick Leave

Sick leave shall not be considered an option that 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.

All regular, full time employees earn sick leave in accordance with the following provisions:

- A. Regular employees shall earn paid sick leave on the basis of one work day for each completed month of service.
- B. Regular employees may accumulate a maximum of 130 days paid sick leave in his/her bank. Employees shall, by January 31st of each year, receive pay from the City for fifty percent (50%) of any sick leave that would have been accumulated in the preceding year beyond the maximum 130 days.
- C. Sick leave shall be charged in amounts of one-half (1/2) day for absence on a duty date of two (2) to four (4) hours and a full day for absence of over four (4) hours.
- D. To be paid for sick leave, an employee or a member of his/her immediate family must call into his/her department or division reporting his/her absence not later than one-half (1/2) hours after the beginning of his/her tour of duty.
 1. To be paid for sick leave, an employee must call in on each day of his/her absence or clearly establish what the duration of his/her absence will be.
- E. Vacation time may be used as sick leave, when requested, whenever absence due to illness exceeds the amount of sick leave earned and authorized.
- F. All unused paid sick leave shall be credited to any employee recalled from layoff, transferred to another department, or returned from leave of absence.

- G. After all paid sick leave has been used, sick leave without pay shall be granted to employees who provide evidence that they are unable to perform their work on account of emotional disturbances, nervousness, or illness.
- H. Employees, upon termination of employment with the City, shall receive pay from the City for fifty percent (50%) of their accumulated sick leave, provided they have five (5) years seniority.
- I. 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 to which he/she may be entitled. Less than 14 days may be approved by the City Manager in certain instances. Upon termination for other reasons, employees shall be entitled to pay for unused sick leave to which they are entitled.

Section 4 - Funeral Leave

- A. Up to three (3) working days leave with pay shall be granted to an employee in the case of death of a member of his/her immediate family. The three (3) days shall begin with the day of death and terminate the day of the funeral.
- B. The immediate family for this purpose shall be husband, wife, son, daughter, grandchild, father, mother, father-in-law, mother-in-law, brother, sister. In unusual circumstances, the City Manager, within his/her sole discretion, may give consideration to other or additional paid time.
- C. An employee shall be allowed one (1) working day for the express purpose of attending the funeral of a grandparent, brother-in-law, sister-in-law.

Section 5 - Personal Leave

Upon written request to, and approval from, the city manager 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 their department. An employee shall request a personal leave in writing a minimum of two weeks in advance of the date desired. The two week advance request requirement may be waived at the discretion of the City Manager in cases of urgent need. Personal leave time may be used in half (1/2) hour increments. Beginning 7/1/94, employees using four (4) or less sick days during any contract year, July 1st through June 30th (not in conjunction with personal days), shall be allowed one (1) personal leave day the following contract year in place of one (1) charged sick leave day for personal leave.

Section 6 - Injury Compensation

- A. An employee sustaining a compensable injury may, in addition to the payments specified in the compensation law, receive from the City the difference between the employee's regular wage and the compensation paid under State Law. Such injured employee may use accumulated vacation and sick leave pay in proportion to the ratio of such leave to state injury compensation payments which will equal full pay.
- B. An employee who was injured in line of duty may accrue additional sick leave time at a pro-rated rate based on the sick time paid in accordance with A. above.

Section 7 - Jury Duty

The city agrees to pay the difference between jury pay and the employee's salary provided satisfactory proof is submitted of the amount of jury 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 IX

PROMOTIONS AND RECLASSIFICATION

Section 1 - Promotions

All employees of this unit shall be given the opportunity to compete for position vacancies which would be a higher rated classification.

A. The City shall post all position vacancies in the bargaining unit where the City has authorized a vacancy to be filled. Vacancy notices shall be posted on City bulletin boards for review of bargaining unit members and shall contain the following:

1. Title of the position
2. Duties of the position
3. Desired qualifications of individuals seeking consideration
4. Starting salary of the position
5. Where to apply and closing date for applications.

B. Vacancy notices shall be posted for a period of at least seven (7) calendar days prior to the closing date unless a shorter period is agreed to by the City and the bargaining unit.

Employees in the Union who desire to apply for the vacancy shall do so prior to the closing.

C. Those applicants for position vacancies who appear to meet the minimum criteria of desired qualifications shall comprise a list of candidates.

Section 2 - Temporary Promotions

A. An employee shall not be required to perform a position above his/her permanent classification for a period in excess of six months and shall have the opportunity to return to his/her

permanent classification at the expiration of the time limit on the temporary position.

- B. An employee being temporarily promoted into a higher position shall receive the rate of that job provided they are performing all of the duties of that job.
- C. In cases where it is known that a temporary promotion will be available for periods of more than thirty (30) days, it shall, when possible, be filled by a qualified employee within the same division. If no employee is qualified within the division, then it shall be filled with a qualified employee within the same department, when possible.

Section 3 - Reclassification

- A. An employee may request a review of the employee's job classification if it is felt that the duties represent an error in classification. The audit shall begin within thirty (30) working days after the request is submitted, and shall be completed within forty-five (45) working days after the request is submitted.
- B. If it is determined that the duties of the employee fall within a higher classification, the employee shall either be reclassified to the appropriate higher classification or be assigned duties applicable to the position he holds. In cases of reclassification, the position shall not be posted and no examination shall be required. Any pay adjustments attributable to the reclassification shall be effective the pay period nearest the date the audit was requested.
- C. The pay step in the reclassification position shall be equivalent to that the employee held in the former classification. (The application of this provision is contingent

upon the implementation of a step pay plan.)

Section 4 - General Classification Surveys

The bargaining unit shall be given advance notice of any proposed general survey of employee classifications or change in position titles within the classifications covered by this Agreement. Any such changes shall be a negotiable item.

ARTICLE X

SENIORITY

Section 1 - Definition of Seniority

- A. Seniority is preference or priority in length of service which assigns to permanent employees certain definite rights as specified in this Agreement. Seniority shall be on a classification basis, providing an employee has the qualifications and ability to perform in the position for which the employee claims seniority.
- B. A new employee shall be considered as a probationary employee for the first six (6) months of employment. There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee's name shall be included in the seniority list of the bargaining unit and shall receive seniority from the date of initial employment.
- C. The Union will represent probationary employees relative to wages, hours, and conditions of employment, excluding matters relating to discipline or discharge which shall be in the sole discretion of the City.

Section 2 - Seniority Lists and Records

- A. The seniority list on the date of this Agreement will show the names and classifications of all employees in the bargaining unit

entitled to seniority, which shall be and remain as posted at this signing of the Agreement.

- B. The City will present the bargaining unit upon request with a record of employees covered by this Agreement involved in the following transactions:
 - 1. Employees hired or rehired or temporary employees as they become permanent.
 - 2. Employees going to or returning from military service.
 - 3. Employees transferred or promoted out of the bargaining unit.
 - 4. Employees who separate from the City.
 - 5. Employees going on or returning from leave of absence.
- C. The City will provide the bargaining unit with a current seniority list annually upon request in the month of December. The seniority list shall be established in accordance with the seniority date which shall be the employee's last date of hire with the City.

Section 3 - Loss of Seniority

- A. An employee shall lose seniority for the following reasons:
 - 1. Resignation, except that upon resigning, a thirty (30) day grace period shall be in effect, during which time, if the employee is rehired, he/she shall not suffer loss of seniority except for that period of time he/she was separated from the City.
 - 2. Discharge.
 - 3. Absence of three (3) consecutive working days without notifying his/her immediate supervisor or department head. In all such cases, the City shall consider the employee to have resigned. The Administration will send written

notification to the employee, at his/her last known address by certified mail, stating that he/she is considered to have resigned.

4. Failure to return to work when recalled from layoff, at the same rate of pay, within five (5) working days after the notification of date to report. In all such cases, the City shall consider the employee to have resigned.
5. Failure to return to work from a sick leave or other leave of absence within five (5) working days of scheduled return. In all such cases, the City shall consider the employee to have resigned. In cases 4 and 5, the City will notify the employee as in 3.
6. Retirement.
7. The employee shall lose seniority if he/she has been laid off of for any reason not worked for the City for a continuous period exceeding his/her seniority or eighteen (18) months, 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 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.

- B. In applying the provisions of this Section, the City will give consideration to extenuating circumstances.

Section 5 - Layoff

- A. Layoffs shall be made in conformity with the principle of classificational seniority, i.e., the last one hired being the

first one laid off, and the first one laid off shall be the last one recalled. In the event of layoff, senior employees shall be entitled to transfer to any other jobs within the same classification, in equal or lower classifications held by less senior employees, provided they are able to perform the duties of the position.

- B. No new employees will be hired within a department by the City as long as there are employees laid off in that same department who have seniority and have the ability to perform the duties of the position. If the employees are to be laid off, a fourteen-day written notice shall be given prior to the date of layoff, except in emergencies.
- C. If it becomes necessary to demote an employee due to layoff, such employee, without examination, shall receive first consideration for return to the former classification within the same department.

Section 6. - Transfers

If an employee is transferred out of this bargaining unit, and is thereafter transferred again back into the bargaining unit, the employee shall have uninterrupted seniority from his/her last date of hire with the City.

Section 7. - Military Service

Matters relating to an employee's military service will be processed in accordance with regulating State and Federal statutes.

ARTICLE XI

CONDITIONS OF WORK

Section 1 - Hours

- A. The standard duty day for bargaining unit employees shall be eight (8) hours. The standard duty day for all bargaining unit employees, except the Police Secretary, shall be 8:00 a.m. to 5:00 p.m., including an hour lunch. The standard duty day for the Police Secretary shall be 7:30 a.m. to 4:30 p.m., including an hour lunch. Lunch periods and breaks shall be scheduled by the City. The standard work week shall consist of five (5) consecutive duty days, beginning Monday at 12:00 a.m. and ending Sunday at 11:59:59 p.m.

Section 2 - Overtime

Bargaining unit employees shall receive time and one half the regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Bargaining unit employees shall receive double time for all hours worked on Sundays or holidays.

Section 3 - Call-in-pay

Any employee called back to work outside the regular scheduled hours shall receive a minimum of two hours pay.

Section 4.- Discipline

The City shall not discharge or discipline a bargaining unit employee without just cause.

- 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 records of written warnings more than twelve (12) months old shall be expunged from the employee's personnel files.

Section 5. - General Records

Personnel records of bargaining units employees shall be maintained consistent with the law.

Section 6. - Working Conditions

The City shall provide safety equipment as required by Law to assist the employee in performing his/her duties.

ARTICLE XII

VACATIONS

Section 1

Employees shall be entitled to vacation with pay in accordance with the following schedule:

| | |
|-------------------------------|---|
| One (1) year of service | One (1) week |
| Two (2) years of service | Two (2) weeks |
| Five (5) years of service | Two additional days per year up to three (3) weeks |
| Fifteen (15) years of service | Four (4) weeks |

Section 2

Employees must work at least 1040 hours in the year immediately preceding their anniversary date in order to qualify for vacation pay. Vacation time will be awarded on the employee's anniversary date.

Section 3

Pay received for vacation time shall be based upon the employee's hourly rate.

Section 4

Vacations will be scheduled by the Employer. Seniority and expressed preference will be considered in scheduling. Employees shall submit to the Supervisor on or before March 15 of each year their preference for vacation during that calendar year. Preferences submitted after that date shall be considered in chronological order, but after all those submitted before that date.

Section 5

Bargaining unit employees may bank one half (1/2) year's vacation time. In unusual circumstances, an employee may request from the City Manager written permission to bank more than one half (1/2) year's vacation pay.

Section 6

Upon discharge for just cause, or upon quitting without at least fourteen (14) days notice to the City Manager, an employee shall not be entitled to receive pay for unused vacation to which he may be entitled. Upon termination for other reasons, employees shall be entitled to pay for unused vacation for which they are entitled.

ARTICLE XIII

HOLIDAYS

- A. Employees who are required to work on any of the paid holidays shall receive pay for the holiday plus will receive double-time rate for each hour worked.
- B. The following shall be the paid holidays for the bargaining unit members (Holidays scheduled for Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on Monday.)

New Year's Day

Thanksgiving Day

Good Friday

Day after Thanksgiving Day

Memorial Day

Christmas Eve Day

Independence Day

Christmas Day

Labor Day

Employee's Birthday

The Employee's Birthday holiday shall be a floating holiday to be taken within one year of the actual date of the birthday.

Employees shall not be paid during periods of layoff or subsequent to the expiration of paid sick leave.

- C. Employees must work the scheduled workday preceding and succeeding the holiday to be paid for the holiday.

ARTICLE XIV

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 XV

INSURANCE

Section 1 - Health Insurance

- A. Upon submission of a written application, the City shall provide without cost to all full-time employees and their immediate family, Blue Cross/Blue Shield Comprehensive Hospital, Semiprivate Room, Rider D, MVF-1 Medical Surgical Plan, Rider F and S Prescription Drugs, \$2.00 Co-Payment, Rider ML and Vision Care Plan, or its equivalent, or current HMO at the option of the employee. To the extent permitted by law, Blue Cross/Blue Shield or Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.
- B. An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within 30 days of his/her eligibility date. 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 or 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.

- C. 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.
- D. Employees electing health coverage are required to submit, annually, an affidavit certifying they are not covered under any other employer-sponsored Blue Cross/Blue Shield group health insurance program before the health insurance subsidy will be implemented by the City.
- E. 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.

Section 1A - Health Insurance

Effective 8/1/94, 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 8-1-94, the expense of these related \$5.00 co-pays total 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 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 - Life Insurance

- A. The City shall maintain life insurance to its employees in the sum of \$25,000 with AD & D.
- B. Employees who have city-provided term life insurance, as provided through the insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

Section 3 - Long-Term Disability

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 per month benefit to age 65, with a 90 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 3A - Disability Days

Beginning 7-1-94, 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 90 days, and the disability policy will come into effect.

Section 4 - Dental Insurance

The City shall provide all full-time bargaining unit employees with full paid Delta Dental Plan D or its equivalent. (Effective within sixty (60) days after contract ratification)

Class I, diagnostic, preventive and emergency palliative - 100 per cent; the balance of Class I benefits including radiographs - 75 per cent.

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

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

Section 5

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

Section 6 - Optional Waving of Coverage

- A. Any bargaining unit employee eligible for health, vision or dental coverages outlined in this article may waive such coverages provided that they have alternate coverages. In order to waive such coverage(s) the following conditions must be met:

1. Employee must inform the City Clerk of their decision to opt out of the coverage(s) provided for in this section between August 1st and August 30th of each year.
 2. Employee must provide the City Clerk proof of insurance coverage comparable to those being waived. Proof of insurance coverage shall be provided to the City Clerk by the employee for each subsequent year city coverage is to be waived.
 3. Employee must sign an document prepared by the city regarding the employee's decision to waive city provided insurances.
 4. Employees who opt out of the coverage(s) provided for in this section may apply to reinstate said city coverages between August 1st and August 30th of each year. Employees may, in cases of emergency, apply to the City Manager for reinstatement of city coverages outside of the August opening dates. Such emergency reinstatements shall be at the discretion of the City Manager and subject to the rules and regulations of the carriers involved.
- B. Employees who opt out of the coverage(s) provided for in this section shall receive payment in lieu of coverage by August 15th following each complete year of waived coverage. There shall be no payment to the employee for any partial year of waived city coverage.
- C. Payments in lieu of coverage (per employee/per year) shall be shall be based upon 50% of the annual rate of city paid coverage that could be offered to the employee, up to a maximum of \$3,000 per year. Annual rates will be recalculated each August based upon the rates then in effect. Payments will be based upon the

annual rate in effect at the beginning of each year for which coverage(s) is waived. These monies will be deposited by the employee in a qualified deferred compensation program.

Section 7 - City Continuation of Insurance Benefits

An employee on leave without pay for nonservice connected illness or disability shall have his/her health insurance benefits paid in full by the city for the first six (6) months of such leaves. The city will also pay its portion of an employee's life insurance premium for six (6) months of such leaves. If an employee is laid off, the city will continue to pay health insurance premiums and its portion of life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment.

Section 8 - Liability Insurance

The City shall provide a minimum of Five Hundred Thousand Dollars (\$500,000) liability insurance, plus One Million Dollars (\$1,000,000) umbrella coverage, to cover all employees of the bargaining unit while they are acting in the scope of their official duties, including acts and omissions, or operations on behalf of the City.

Section 9 - Deferred Compensation Program

The City shall make available, to all interested bargaining unit employees, the Deferred Compensation Plan offered by the International City Management Association.

Section 10 - Retirement Benefits

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 our actuaries) funding levels decrease to the point of requiring a contribution into the MERS pension system, the Union will agree to pay a portion for the contribution from payroll withholding. This will be a subject for negotiations at the time that this contribution becomes mandatory, and the agreed percentage of gross payroll

that will be contributed by bargaining unit employees will be retro-active to the date of the required contribution.

ARTICLE XVI

UNIFORMS

For this bargaining unit the City shall provide uniforms and cleaning of uniforms, except for shoes and socks, for the Police Secretary. The City will provide the Building Inspector, 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 (\$100.00) for the purchase of duty related safety shoes per year. The employee shall be required to provide proof of purchase and shoes being replaced.

ARTICLE XVII

WAGES, SHIFT PREMIUM

Section 1 - Wages

| Position: | 92-93 | 93-94 | 94- 94 ⁹⁵ | 95-96 |
|--------------------|-------|-------|---------------------------------|-------|
| Building Inspector | | | | |
| Start | 11.14 | 12.03 | 12.51 | 13.01 |
| After 1 year | 11.78 | 12.69 | 13.20 | 13.73 |
| After 2 years | 13.09 | 14.05 | 14.61 | 15.19 |
| After 3 years | 13.76 | 14.74 | 15.33 | 15.94 |

| Position: | 92-93 | 93-94 | 94- 94 ⁹⁵ | 95-96 |
|---------------------------------|-------|-------|---------------------------------|-------|
| Deputy Clerk & Deputy Treasurer | | | | |
| Start | 11.28 | 12.17 | 12.66 | 13.17 |
| After 6 months | 11.67 | 12.58 | 13.08 | 13.60 |
| After 1 year | 11.91 | 12.82 | 13.34 | 13.87 |
| After 1 1/2 years | 12.17 | 13.09 | 13.62 | 14.16 |
| After 2 years | 12.54 | 13.48 | 14.02 | 14.58 |

| | | | | |
|----------------------------------|-------|-------|-------|-------|
| Billing Clerk & Police Secretary | | | | |
| Start | 9.46 | 10.29 | 10.70 | 11.13 |
| After 90 days | 10.01 | 10.86 | 11.29 | 11.74 |
| After 6 months | 10.56 | 11.43 | 11.88 | 12.36 |
| After 1 year | 11.12 | 12.01 | 12.49 | 12.99 |

General Office Clerk

| | | | | |
|----------------|-------|-------|-------|-------|
| Start | 8.91 | 9.72 | 10.11 | 10.51 |
| After 90 days | 9.45 | 10.28 | 10.69 | 11.12 |
| After 6 months | 9.96 | 10.81 | 11.24 | 11.69 |
| After 1 year | 10.50 | 11.37 | 11.82 | 12.29 |

Section 2 - Shift Premium

Bargaining unit employees scheduled to work second and third shifts shall receive a 5% premium.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1 - Tuition Reimbursement

A. The City agrees to reimburse bargaining unit employees for actual out-of-pocket tuition and required textbooks while participating in eligible studies at accredited colleges and universities, subject to the following criteria:

1. The employee has received written approval from the City Manager prior to registering for the course;
2. Eligible employees must achieve a grade of "C" or better, and credit for the course if credit is offered;
3. The employee claiming reimbursement must prove actual payment sought to be reimbursed, by furnishing specific receipts;
4. To be reimbursed, the courses must relate to the work the employee is then performing or related work of a higher classification, and such course must be part of a recognized degree or certificate awarding curriculum.
5. The amount to be reimbursed shall be limited to \$1,200 per year and \$3,600 per person. Employees as of 7-1-94 that currently making use of this provision are grandfathered under the terms of the previous contract.

Section 2 - Conferences and Workshops

The City will provide the opportunity for employees to attend conferences and workshops available that are related to the duties of the employee's classification. Expenses paid by the City will be limited to those expenses allowed under the current City travel policy.

Section 3 - Union Notices on Bulletin Boards

The City will furnish in each unit a bulletin board for Union notices, activities and information.

Section 4 - Pay Plan and Job Description Distribution

- A. Job descriptions, if available, for currently filled positions covered by this bargaining unit shall be provided to the Union Representative within thirty (30) days following approval of this Agreement.
- B. Job descriptions, if available, for all new positions created subsequent to approval of this Agreement shall be furnished upon request to the Union Representative within five (5) working days of the posting of the position.

Section 5 - Working Agreement Distribution

Copies of this Agreement shall be provided to the Union Representative by the City for distribution to all bargaining unit employees.

Section 6 - Separability

In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 7 - Relations to Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, this Agreement shall supersede.

Section 8 - Designation of Beneficiary

Employees will be allowed to designate a beneficiary to receive any unpaid benefits, i.e. vacation and unpaid sick leave, which the employee had qualified to receive under the respective terms of the agreement, in the event the employee dies.

ARTICLE XIX

TERMINATION

This agreement shall become effective on the date that both parties have ratified except the salary schedule which is effective July 1, 1993, and its terms and conditions shall remain in full force and effect until June 30, 1996, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify or terminate this Agreement. In the event that negotiations extend beyond this sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect pending completion of negotiations on this Agreement.

In witness whereof, the parties have set their hand the 30th day of June, 1994.

FOR THE UNION

Melinda Carrier
Melinda Carrier, President

Elnora Pasco
Elnora Pasco, Steward

FOR THE CITY

James V. Creech
James V. Creech, Acting City
Manager

Lucille Little
Lucille Little, City Clerk