

11/30/96
LAUREN

THE COLLECTIVE BARGAINING
AGREEMENT OF THE
POLICE OFFICERS LABOR COUNCIL

New Baltimore, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Term of Agreement: December 1, 1993 - November 30, 1996

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LABOR AND INDUSTRIAL RELATIONS
MICHIGAN STATE UNIVERSITY

COLLECTIVE
BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into as of the 11th day of March, A.D., 1994 by and between the CITY OF NEW BALTIMORE, County of Macomb, State of Michigan, party of the first part, hereinafter termed "the Employer" or "the City", and Police Officers Labor Council, party of the second part, hereinafter termed "the Union".

WITNESSETH:

ARTICLE I
RECOGNITION

The Employer recognizes and acknowledges that the Police Officers Labor Council is the exclusive bargaining representative for all full-time Police Officers, below the rank of Chief and the Clerk/Dispatcher, in the New Baltimore Police Department, excluding office clerical employees, professional employees and supervisors.

The Chief of Police may, at his discretion, and with the Mayor's approval, create a Lieutenant and/or Detective/Corporal classification within the Police Department as deemed necessary.

ARTICLE II

UNION SECURITY CLAUSE

The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement, shall become and remain members in good standing of Local Union, Police Officers Labor Council, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of this clause, whichever is later.

The Employer shall furnish the Union with the names and addresses of persons hired after the effective date of this agreement within two (2) weeks following their thirty-first (31st) day of employment.

Upon presentation to the Employer of proper authorizations signed by employees, the Employer agrees to deduct from the pay of each employee all dues of Local Union, Police Officers Labor Council, and pay such amount deducted to said Union for every employee from whom authorizations have been received.

An employee's failure to properly pay union dues will be cause for discharge provided the Employer has been given three (3) days notice by the Union of such failure to pay Union dues.

No employee shall be discharged for failure to belong to the Union as long as such employee has tendered, in full, all proper Union dues.

The Union has aggressively pursued bargaining in connection with the Union Security Clause, in spite of the fact that there is, at this moment, some doubt in the State of Michigan as to whether or not this Union Security Clause or any Union Security Clause is a permitted, contractual undertaking for public employees.

Therefore, the Union agrees to hold the City of New Baltimore harmless from any claims which may result from a finding of any court, now or hereafter, that this Union Security Clause is invalid and unenforceable, and, in addition, that the Union will protect the City and hold the City harmless from any claim that may arise from individual members of the Police Department as a result of having negotiated said Union Security Clause or as a result of having deducted from their wages union dues in accordance therewith; and, in addition, the Union shall provide for the City adequate and full legal counsel so that the defense of this Article and the defense of any monetary claims resulting from deductions set forth in this Article shall be fully and completely defended, and any Judgements obtained hereunder will be fully and completely paid by the Union.

ARTICLE III
EMPLOYEE DISCHARGE

Regular Employees shall be discharged only for just cause. Appeal from discharge must be made within five (5) days and may be taken through to arbitration as outlined in Article IV herein; excepting the discharge of a probationary employee (those with less than twelve (12) months of service). Such probationary employee shall not be entitled to utilize the grievance or arbitration procedure contained herein.

ARTICLE IV
ARBITRATION AND GRIEVANCE PROCEDURE

Section 1: A grievance under this contract is a dispute, claim or complaint arising under and during the term of this Labor Contract. It may be filed by either the Union or an employee covered by this agreement. Grievances are limited to matters of interpretation or application of the contract. The term "days" under this agreement shall mean Monday through Friday, excluding holidays. Every grievance, unless otherwise stated, will proceed through the following steps:

Step I: VERBAL/CHIEF

The grieving party will submit his/her contentions verbally to the Chief of Police within five (5) days of occurrence, or when

the conditions surrounding the grievance become known to that party. The Chief of Police will have five (5) days to provide a verbal response to the grievance.

Step II: WRITTEN/CHIEF

If the grievance is not resolved in Step I, the grievance will be reduced to written form and presented to the Chief of Police within five (5) days. The Chief of Police will issue a written answer within five (5) days.

Step III: GRIEVANCE COMMITTEE

If the grievance is not resolved in Step II, a Grievance Committee consisting of the Mayor (or his authorized designee), Chief of Police, the Union Steward, and Union Representative shall review the matter within five (5) days. The Mayor (or his authorized designee), shall submit the Mayor's written decision to the Union Field Representative within five (5) days.

Step IV: ARBITRATION

Within five (5) days of the Mayor's written decision in Step III, either party may apply for arbitration with the MICHIGAN EMPLOYMENT RELATIONS COMMISSION (MERC) or the FEDERAL MEDIATION AND RECONCILIATION SERVICE (FMCS).

(A) The parties agree to select the arbitrators in the following manner: The MERC, or the FMCS will be advised that no employee of the State or Federal Government, or any subdivision thereof, may be used as an arbitrator under this agreement. Each party shall strike one (1) arbitrator's name alternately until only one (1) name remains, who shall then be designated the arbitrator agreed upon between the parties. The arbitrator will have no

authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of this agreement. Moreover, there will be no arbitration of matters other than those concerning specific and express provisions of this agreement. If the grievance sought to be arbitrated is not specifically covered by this agreement, then the arbitrator will have no authority in connection therewith. The arbitration will be conducted under the auspices of the MERC or FMCS, and the conduct of the hearing will be controlled by the applicable rules of MERC or FMCS, and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Employer and one-half (1/2) by the Union; all other expenses will be borne by the party incurring them.

(B) So long as the arbitrator does not exceed his authority as provided herein, his/her decision will be final and binding on the Union and all members of this Bargaining Unit and the Employer. The Union will discourage any attempt by its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from the decision of the arbitrator.

(C) The appropriate representative of the Employer and the Union shall note the time and day when the written grievance complaint is received by him. If a dispute arises as to the date on which the appeal was taken, such notation shall be conclusive evidence of the date of its receipt.

(D) Upon failure to file a grievance within five (5) days of the incident complained of, or to appeal from one level to the next within the time period set forth above, it shall be conclusively presumed that the incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties.

(E) It is the intention of the parties to permit full and adequate representation of both the employer and the employee throughout the course of the grievance procedure; however, it is further agreed that the parties will avoid any attempt to "pack" a grievance hearing by more than one aggrieved signing a grievance.

(F) The Employer and Union each agree not to withhold information necessary to the resolution of a grievance.

(G) The parties agree the grievance procedure is the sole and exclusive remedy for the resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.

(H) No grievance shall be filed in any matter which existed prior to the signing of this agreement.

ARTICLE V

NO-STRIKE CLAUSE

During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any members of the union take part in, a Strike.

ARTICLE VI

SENIORITY

All new employees, for the first twelve (12) months of their employment, shall be regarded as "probationary employees".

Lay-off, discipline or discharge of probationary employees shall be at the sole discretion of the employer, and shall not be subject to the grievance procedure.

Probationary employees shall be represented by the union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth herein; however, this provision will not apply to discharged or disciplined probationary employees unless such probationary employee was discharged or disciplined for union activity.

Seniority shall be on a departmental basis in accordance with the employee's last date of hire. However, seniority relative to the classification: "Police Department Clerk/Dispatcher", and any person classified as such, shall only hold seniority for such position separate, and distinct from, and in no way competitive with, other seniority positions of the police officers of the CITY OF NEW BALTIMORE; provided the employee holding the position and classification "Police Department Clerk/Dispatcher" is not a certified New Baltimore Police Officer. All other terms and provisions of Article VI of this Agreement, excepting express or implied modifications hereto, shall be applicable to the position of "Police Department Clerk/Dispatcher" and the person holding such position with the City of New Baltimore.

A. Seniority lists: Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

The Seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

The Employer will keep the seniority list current and will provide copies to the Union Representative every ninety (90) days.

B. Loss of Seniority: An employee's seniority will continue until he or she: (1) quits, (2) is discharged, (3) fails to

report for work within seventy-two (72) hours after the date of mailing of written notification to return to work to the employee's last known address, or upon the termination of a leave of absence, unless such time is extended by the Employer. In proper cases, exception may be made.

C. Lay-Off Defined: The word "lay-off" means a reduction in working force.

In all cases of lay-off, the principle of straight seniority within classification shall be observed and length of service shall govern within the Department. "In the event of a lay-off, employees will be laid off in inverse order of their date of hire in the following order: first part-time employees; secondly probationary employees; and finally, seniority full-time employees. Reserves will not be used if a bargaining unit is on lay-off. Additionally, the steward will be granted "super-seniority", and in the event of lay-off will be the second from the most senior employee to be laid-off.

The Employer will, whenever possible, give at least ten (10) calendar days notice prior to lay-off to the employees affected, together with a list of the names of said employees, to the Union.

D. Recall Procedure: When an increase in force is necessary, employees previously laid off will be recalled in order of seniority.

E. Shift Picks by Seniority: Shift preference shall be by department seniority within the Patrol and Command Officer structures. Picks shall take place twice per year, on February 1st and August 1st.

ARTICLE VII
LEAVES OF ABSENCE

Leaves of absence for reasons deemed appropriate by the Mayor, or his/her designated representative, may be given upon written permission; provided that the employee submits a written request for said leaves of absence at least thirty (30) calendar days prior to the commencement of the proposed leave.

ARTICLE VIII
LEAVES

A. Ten (10) sick days will be provided to an employee covered by this agreement every calendar year with a fifty percent (50%) pay out for unused sick days after December 31st of each year.

B. An employee may, upon proper notification, be absent from work, with pay, for four (4) days a year for his necessary presence at home as a result of serious illness of a member of his immediate family. "Immediate Family", as used in this paragraph B of Article VIII means: father, mother, sister, brother, spouse, or child.

C. In accordance with the Family & Medical Leave Act, the City of New Baltimore will grant an eligible employee, as defined by the FMLA of 1993, up to a total of 12 work weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for Adoption or Foster Care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition, or;
- to take a medical leave when the employee is unable to work because of a serious health condition;

The employee will be required to use all accrued paid time off first which includes sick and vacation time.

D. In the event of death of a member of an employee's immediate family (spouse, child, parent, brother or sister), the employee may be absent from work for up to three (3) days.

E. From the effective date of the within Collective Bargaining Agreement and thereafter for the balance of the Collective

Bargaining Agreement, an employee may be absent for one (1) day in the event of the death of the employee's father-in-law, mother-in-law, or grandparent.

ARTICLE IX
VACATIONS

Each employee covered by this Agreement who has been employed by the City for at least one (1) year shall receive vacation time according to the following schedule:

<u>YEARS SENIORITY</u>	<u>VACATION TIME</u>
1 - 4	2 weeks (10 days)
5 - 9	3 weeks (15 days)
10 - +	4 weeks (20 days)

The employee's actual seniority date shall be the determining factor when computing seniority relative to time off for vacation. Vacation dates shall be based on seniority with the most senior employee given first choice. Vacations may only be scheduled during those periods approved by Chief of Police.

Annual vacation leave is earned after the employee's anniversary date and must be taken during the year, with the approval of the Chief of Police. Payment shall not be made to employees in advance of the designated vacation time or as a substitute for taking actual days off from work. An employee may not carry over unused vacation time in any year to any subsequent year except

with approval of the Chief of Police. If for some unforeseen circumstance, vacation time needs to be carried over into a subsequent year it must first be approved by the Chief of Police. In the event an employee resigns or is dismissed, vacation payout will only be for the vacation days accrued in the current year, and not for any vacation days carried over from prior years.

ARTICLE X

HOLIDAYS

Each employee covered by this Agreement shall be paid for thirteen (13) holidays, said payment to be made by check and is to be made by the 15th day of December each year for the thirteen (13) paid holidays since the 15th of December of the previous year. The holidays included in this clause are: Christmas Eve, Christmas Day, New Year's Day, Washington's Birthday, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving Day, and Lincoln's Birthday.

Employees working holidays on their regularly scheduled shifts shall be entitled to two (2) times the ordinary rate for working said holidays.

The "Police Department Clerk/Dispatcher" shall be entitled to the

same holidays as provided to New Baltimore Police Officers under Article X of the Police Collective Bargaining Agreement. In the event that the "Police Department Clerk/Dispatcher" is required to work any of said holidays, he/she shall receive double time pay for all hours worked on said holidays in addition to the holiday pay, in accordance with the provisions of Article X. The Chief of Police may, at his discretion, authorize a request by the "Police Department Clerk/Dispatcher" would would allow him/her to take a holiday falling on a scheduled work day off and be paid for it at straight time in addition to the holiday pay, instead of working said holiday for the double time rate of pay.

All other terms, provisions and Articles contained in this Collective Bargaining Agreement, shall apply to the "Police Department Clerk/Dispatcher".

ARTICLE XI

WORK WEEK

A regular work day for regular full-time employees of the New Baltimore Police Department shall consist of eight (8) hours per day. A work day is defined as a 24-hour period beginning at the start of the officer's shift. A regular work period shall consist of forty (40) work hours in a seven (7) day period, based on 2080 work hours per year.

All hours worked in excess of eight (8) hours in a work day or forty (40) hours in a pay period shall be considered overtime and paid at one and one-half (1 1/2) times the employee's rate of pay. Overtime must be approved by the Chief of Police or his designee.

Credit for time spent going to and coming from an attendance at court shall not exceed three (3) hours per day. In the event an employee is called back to work, or must appear in court for a court proceeding directly related to his employment with the City, the employee will be guaranteed a minimum of three (3) hours pay at the overtime rate.

ARTICLE XII

WAGES AND LONGEVITY

Each full time Police Officer covered by this Collective Bargaining Agreement shall be paid at the following annual rates beginning December 1, 1993.

Effective December 1, 1993:	4% Increase to Base
Starting	\$24,029.34
6 months	\$25,369.01
1 year	\$28,787.30
1 1/2 years	\$30,376.33
2 years	\$32,192.35

2 1/2 years	\$33,100.36
3 years	\$34,008.36
Sgt.	\$36,191.88
Cpl.	\$35,028.60

Effective December 1, 1994: 3% Increase to Base

Starting	\$24,750.21
6 months	\$26,130.08
1 year	\$29,650.92
1 1/2 years	\$31,287.62
2 years	\$33,158.12
2 1/2 years	\$34,093.37
3 years	\$35,028.61
Sgt.	\$37,277.64
Cpl.	\$36,079.46

Effective December 1, 1995: 3% Increase to Base

Starting	\$25,492.72
6 months	\$26,913.98
1 year	\$30,540.45
1 1/2 years	\$32,226.25
2 year	\$34,152.86

2 1/2 years	\$35,116.17
3 years	\$36,079.47
Sgt.	\$38,395.97
Cpl.	\$37,161.84

Effective December 1, 1993, the present Clerk/Dispatcher shall be paid \$10.50 per hour. The Clerk/Dispatcher shall receive the same percentage increase to the base wage as all full-time Police Officers in the second and third year of this Agreement.

A newly hired Clerk/Dispatcher will have the following pay

schedule:	Starting	\$7.25/hr.
	After 90 days	\$8.00/hr.
	1 year	\$8.75/hr.
	2 years	\$9.50/hr.
	3 years	\$10.50/hr.

In addition to the salaries and/or wages set forth above, employees shall receive longevity pay as follows for continuous years of service: \$400.00 after five (5) years of continuous service; \$600.00 after ten (10) years of continuous service.

ARTICLE XIII

SHIFT PREMIUM

Employees who are scheduled to work the Midnight shift (11:00 p.m. to 7:00 a.m.), and who actually work the Midnight shift or a

portion thereof as herein described, will be compensated at the rate of fifty (\$0.50) cents per hour for all hours actually worked between 11:00 p.m. and 7:00 a.m., after their base pay, overtime, or holiday pay is applied. This provision applies to employees who work over or come in early to cover a manpower shortage during the hours of 11:00 p.m. and 7:00 a.m. However, it will not apply to shifts which run over in order to complete the regular duties of Officers from the previous shift.

ARTICLE XIV

PERSONAL BUSINESS LEAVE DAY

Each employee covered by this Agreement shall be granted four (4) personal business days per year. The choice of said personal business days must be approved by the Chief of Police and notice to and approval by the Chief of Police of such leave day shall be requested at least three (3) days prior to taking such leave day.

ARTICLE XV

UNIFORM ALLOWANCE AND CLEANING ALLOWANCE

The city shall allow each employee of the Police Department Five Hundred and 00/100 (\$500.00) dollars per year during the term of the within Collective Bargaining Agreement as a uniform allowance. Uniforms will be purchased subject to the approval of the Chief of Police, provided, however, that if an employee, due to an emergency, needs uniforms which will cost the City in excess of the above enumerated annual uniform allowance allotments, that said employee shall be allowed to appeal the request directly to the Mayor whose decision shall be final.

The City will provide and pay for one hundred forty-six (146) uniform cleanings each year at a cleaning establishment to be designated by the City; provided, however, that such costs do not exceed Two Hundred (\$200.00) Dollars per year, per employee. If \$200.00 is not used for uniform cleaning, it may be used toward the uniform allowance upon approval of the Chief of Police.

ARTICLE XVI
MEDICAL INSURANCE

Upon the Agreement between both City and Union, employees covered by this Agreement shall receive Blue Cross-Blue Shield Hospital and Medical Insurance or its equivalent, with the Blue Cross-Blue Shield Comprehensive Major Medical (CMM100) with a \$10 prescription drug program for employees covered by this Agreement. The City will reimburse employees, on a monthly basis, \$5.00 per prescription for qualified prescriptions purchased by a participant of this plan. Under the Blue Cross/Blue Shield Comprehensive Major Medical Plan (CMM100) being afforded employees under this Collective Bargaining Agreement, each employee shall be responsible for the payment of any applicable deductible and copay incurred by an employee under the Plan in each calendar year. The City, however, shall reimburse an employee for that portion of the combined deductible and copay incurred and paid by an employee under the Plan in any calendar year in excess of the first Five Hundred (\$500.00) Dollars. The City's obligation for such reimbursement does not include and it specifically excludes prescriptions. This Plan will become effective in March, 1994. Retirees may elect to participate at their expense by paying City rates. The City will continue to explore available options for medical benefits for retirees.

ARTICLE XVII

INSURANCES

A. Employees covered by this Agreement shall receive paid term life insurance policies in the amount of Twenty-Five Thousand (\$25,000.00) Dollars during the term and the period of time covered by the within Collective Bargaining Agreement. Said life insurance policy shall contain a double indemnity clause, provided, however, that an employee covered by this Collective Bargaining Agreement may be permitted to purchase, at his own cost and expense, an additional Five Thousand (\$5,000.00) Dollars worth of life insurance.

B. Disability Insurance will include Long Term and Short Term Disability during the term of the within Collective Bargaining Agreement. The Long Term disability plan offered by the City provides $66 \frac{2}{3}\%$ of salary to a maximum benefit of Five Thousand (\$5,000.00) Dollars per month with an elimination period of 180 days. The Short Term disability plan offered by the City provides 70% of salary to a maximum benefit of Four Hundred (\$400.00) Dollars per week. Benefits begin on the 1st day of injury and the 8th day of sickness and the benefit period for both injury and sickness is 26 weeks. Effective date of coverage is 30 days after date of hire.

C. 50/50 Dental Plan during the term of the within Collective Bargaining Agreement.

D. In the event an employee covered by this Collective Bargaining Agreement shall be injured on the job in the line of duty, said employee shall receive Worker's Compensation as provided under Michigan law, and, in addition thereto, said employee shall receive from the City of New Baltimore the difference between said Worker's Compensation and said employee's net regular take-home pay.

ARTICLE XVIII

PENSION PLAN

The present Pension Plan for employees covered by this Collective Bargaining Agreement, which has been adopted by the New Baltimore City Council, shall remain in effect during the term of the within Collective Bargaining Agreement, except as the same shall be amended, revised and/or improved by the City of New Baltimore in accordance with the terms, provisions and conditions as herein set forth and agreed upon by the City of New Baltimore and the Police Officers Labor Council to wit:

A. Under the present Pension Plan for the New Baltimore employees covered by this Collective Bargaining Agreement, an employee shall be able to retire at the age of fifty-five (55) years, with twenty-five (25) years of service as an employee of the City of New Baltimore or shall be able to retire at the age of sixty-five (65) with five (5) years of service as an employee with the City of New Baltimore.

B. The Pension Plan applicable to the employees covered by this Collective Bargaining Agreement shall be amended to require that each New Baltimore City employee contribute and pay five (5%) percent of the said employee's base salary/wages into the City's Pension Fund.

C. The Pension Plan for employees covered by this Collective Bargaining Agreement shall also be amended to provide that the retiring employee's straight life pension shall be equal to two (2%) percent of said retiring employee's final average compensation (as defined in the City's Pension Ordinance) multiplied by said retiring employee's credited service (as defined in the City's Pension Ordinance).

D. The amendments to the Pension Plan specified herein for employees covered by this Collective Bargaining Agreement shall be effectuated by the City on or before April 1, 1994.

ARTICLE XIX

OPTICAL PLAN

An Optical Plan will be provided by the City of New Baltimore to cover all New Baltimore Police Officers who are members of the Police Officers Labor Council bargaining unit and their immediate family (spouse/dependent children). The maximum amount of benefit is Two Hundred Fifty (\$250.00) Dollars for each family

member over the length of this agreement. This plan is effective after one (1) year of employment.

ARTICLE XX

TUITION REIMBURSEMENT

Tuition reimbursement for education may be granted upon approval by the Mayor or Administrative Assistant. Any request for reimbursement must be made in writing and directed to the Mayor prior to taking the designated curriculum for reimbursement to be granted. The education program needs to be related to the employee's job position, to be determined by the Mayor. Each course in the curriculum must be successfully completed and the employee must attain at least a "C" average. Employees who receive tuition reimbursement must remain employed with the City of New Baltimore for one (1) full year following the completion of the curriculum, or the amount of the tuition will be deducted from the final paycheck.

ARTICLE XXI

LEAVING CITY LIMITS FOR MEALS

Employees covered by this Collective Bargaining Agreement shall be permitted to leave the City of New Baltimore for Breakfast, Lunch and Dinner breaks, but only when and if there are no restaurants or other eating establishments (excluding establishments where alcoholic beverages are served) open within

the city limits of the City of New Baltimore during such Breakfast, Lunch and/or Dinner breaks. The area outside the city limits of the City of New Baltimore in which employees shall be permitted to travel for Breakfast, Lunch and/or Dinner breaks under the terms and provisions of this Article XXI is limited to 23 Mile Road from the city limits of the City of New Baltimore westward up to Gratiot Avenue.

ARTICLE XXII

MANAGEMENT RIGHTS

The City, on its behalf and on the behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by Home Rule acts, as amended, and other general statutes delineating the rights, powers and duties of cities, the laws and the Constitution of the State of Michigan, and of the foregoing, the rights:

A. To the executive management and administrative control of the city and its Police Department, and its properties and facilities, and the activities of its employees;

B. To hire all employees, and, subject to the provisions of the their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. To determine the hours of employment, the duties, responsibilities and assignments of members of the Police Department with respect thereto, and with respect to the administrative activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority and responsibilities of the City, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XXIII

WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and propositions with respect to any subject or matter not removed by law from the area of collective bargaining, and, 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 obliged, to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

RE-OPENING

The parties hereto agree that this contract may be re-opened for additional negotiations of any part thereof when both parties hereto agree that said re-opening is necessary.

ARTICLE XXV

TERMINATION AND MODIFICATION

This Agreement shall be effective as of December 1st, 1993, and shall remain in full force and effect through November 30th, 1996, and shall automatically be renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Collective Bargaining Agreement shall remain in full force and shall be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXVI

MINIMUM SHIFT STRENGTH

The City will attempt to schedule a minimum shift strength of two certified Police Officers, 24 hours per day, 7 days per week. In the event of a shift vacancy, the Chief shall attempt to fill the vacancy with a certified New Baltimore Police Officer.

IN WITNESS WHEREOF, the parties have set their hands and seals
the day and year first above written.

IN THE PRESENCE OF:

THE CITY OF NEW BALTIMORE

Lauren Wood

BY:

G. J. Bayer

GREG BAYER, Mayor

Charlotte A. Beck

BY:

Ann Billock

ANN BILLOCK, City Clerk

IN THE PRESENCE OF:

POLICE OFFICERS

LABOR COUNCIL

Lauren Wood

BY:

Brian Smith

BRIAN SMITH

Lauren Wood

BY:

John B. Willer

JOHN WILLER

12/31/96

COLLECTIVE BARGAINING
AGREEMENT

THIS AGREEMENT, made and entered into on this 14th day of April, A.D., 1994, by and between the City of New Baltimore, County of Macomb, State of Michigan, party of the first part, hereinafter termed "the Employer" or "the City", and LOCAL UNION NO. 1103, MICHIGAN COUNCIL NO. 25, AFSCME, (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES), party of the second part, hereinafter termed "the Union":

WITNESSETH:

ARTICLE I
RECOGNITION

The Employer recognizes and acknowledges that LOCAL UNION NO. 1103, MICHIGAN COUNCIL NO. 25, AFSCME, (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) AFL-CIO, is the exclusive bargaining representative for Union Member Employees of the City of New Baltimore, EXCLUDING all employees of the Police Department, Supervisors and confidential employees.

New Baltimore, City

ARTICLE II

UNION SECURITY CLAUSE

The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing of LOCAL UNION NO. 1103, MICHIGAN COUNCIL NO. 25 AFSCME, (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of this clause, whichever is later.

The Employer shall furnish the Union with the names and addresses of persons hired after the effective date of this Agreement within two (2) weeks following their thirty-first (31st) day of employment.

Upon presentation to the Employer of proper authorizations signed by employees, the Employer agrees to deduct from the pay of each employee all dues of Local Union No. 1103 and pay such amount deducted to said Union for every employee from whom authorizations have been received.

An employee's failure to properly pay Union dues, or a monthly service fee equal in amount to the regular monthly dues for the cost of negotiations and the administration of this, and subsequent agreements is recognized as a just and reasonable

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cause for termination of employment, provided the Employer has been given three (3) days notice by the Union of such failure to pay.

No employee shall be discharged for failure to belong to the Union as long as such employee has tendered, in full, all proper Union dues.

The Union has aggressively pursued bargaining in connection with the Union Security Clause, in spite of the fact that there is, at this moment, some doubt in the State of Michigan as to whether or not this Union Security Clause or any Union Security Clause is a permitted, contractual undertaking for public employees.

Therefore, the Union agrees to hold the City of New Baltimore harmless from any and all claims which may result from a finding of any Court, now or hereafter, that this Union Security Clause is invalid and unenforceable, and, in addition, that the Union will protect the City of New Baltimore and hold the City harmless from any claim that may arise from individual members of the Departments as a result of having negotiated said Union Security Clause or as a result of having deducted from their wages Union dues in accordance therewith; and, in addition, the Union shall provide for the City adequate and full legal counsel so that the defense of this Article and the defense of any monetary claims resulting from deductions set forth in this Article shall be fully and completely defended, and any Judgments obtained hereunder will be fully and completely paid by the Union.

Section 1. Membership in the Union shall be open to all Employees as defined in Article I, regardless of race, creed, sex, marital status, national origin, or age.

Section 2. Proper negotiations and the Administration of Collective Bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such Agreement. In the event an employee shall not join the Union and execute an authorization for full dues deduction, such employee shall, as a condition of continued employment by the City execute an authorization for the deduction of a sum representing that employee's proportionate share of such negotiations, contract administration, and maintenance expenses which shall be forwarded to the Union Treasurer.

The Union Treasurer shall notify the City no later than thirty (30) days in advance of any change in the amount to be deducted for such expenses. In the event such authorization is not signed for a period of thirty (30) days following the successful completion of the probationary period or change in deductions of the employee, the City agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such employees shall be discontinued. Such employee or employees shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. This termination shall not be subject to the provisions of Article IV of this Agreement.

Section 3. Employees who are not members of the Union or pay a service fee equal to the amount of dues at the effective date of this Agreement, shall, as a condition of employment, join the Union within thirty (30) days or at the end of their probationary period.

Section 4. Newly hired, transferred or rehired employees, shall as a condition of employment, join the Union at the end of their probationary period.

Section 5. Employees shall be deemed to be members of the Union within the meaning of this Section if they are members in good standing not more than sixty (60) days in arrears in payment of membership.

Section 6. The Employer shall furnish the Union with the names and addresses of persons hired after the effective date hereof within two (2) weeks following such employment.

Upon presentation to the Employer of proper authorizations signed by employees, the Employer agrees to deduct from the pay of each such employee all dues of Local Union No. 1103 and pay such amount deducted to said Union for every employee from whom authorizations have been received.

Receipt of notification from the Union of an employee's failure to pay proper Union dues will be cause for discharge; provided, however, that the employee shall be given three (3) days notice of such failure to pay dues.

No employee shall be discharged for failure to belong to the Union as long as such employee has tendered, in full, all proper Union dues.

ARTICLE III

EMPLOYEE DISCHARGE

Regular employees shall be discharged only for just cause.

Appeal from discharge must be taken within five (5) working days as outlined in the grievance procedure, and said discharge may be taken through to arbitration as outlined in the grievance procedure under Article IV; provided, however, complaints regarding discharge of probationary employees (those with four (4) months of service or less) shall not be subject to the grievance or arbitration procedures.

ARTICLE IV

ARBITRATION & GRIEVANCE PROCEDURE

It is mutually agreed that all grievances, disputes, or other complaints arising under and during the term of this Agreement

shall be settled in accordance with the procedure hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided:

A. Any employee, or the Union, who believes there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file a grievance with the parties designated in the procedure outlined below.

B. Step 1: Any employee with a problem may first discuss the matter with the Department Head, either directly or accompanied by the Union, with the objective of resolving the matter formally.

Step 2: Within five (5) days of an incident which is to result in a grievance, the aggrieved party shall file a written complaint with the Department Head; such complaint shall be specific and shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific reference to the Articles and Section of the Collective Bargaining Agreement which have allegedly been misinterpreted or violated. The aggrieved and his representative may discuss the grievance with the Department Head and a written statement disclosing the decision made, if any, shall be furnished the aggrieved, the Union, and the Employer.

Step 3: The aggrieved party or his authorized representative shall give written notification to the Employer that the grievance procedure is being further invoked. Such notification must be received by the Mayor, or his/her designated representative, within seven (7) days of the original receipt by the Department Head of the written grievance. The aggrieved, the Union, and the Mayor, or his designated representative, shall attempt to resolve the matter within five (5) days thereafter. In the event the grievance is resolved, a written statement shall be signed by the aggrieved, the Union, and the Employer, and copies thereof provided them.

Step 4: In the event the grievance remains unresolved after completion of Step 3 of the grievance procedure, such appeal shall be given to the Mayor, or his designated representative, within seven (7) days of the completion of Step 3, and in no event more than fifteen (15) days from its original receipt.

The parties hereto agree to select the arbitrators in the following manner: The American Arbitration Association shall be requested to provide a list of five (5) available arbitrators; provided that the American Arbitration Association shall be advised that no employee of the State or Federal Government, or any subdivision thereof, may be used as an arbitrator under this Agreement.

Each party shall strike one arbitrator alternately until only one (1) name remains, who shall then be designated the arbitrator agreed upon between the parties hereto. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of this Agreement, and, further, there shall be no arbitration of matters other than those concerning specific and express provisions of this Collective Bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then said arbitrator shall have no authority in connection therewith. Said arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by the rules of said Association. The fees of the American Arbitration Association

and the fees and expenses of the arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

So long as said arbitrator does not exceed his authority as provided herein, his decision shall be final and binding on the Union and all members of the Bargaining Unit, and the employer. The Union will discourage any attempt by its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from the decision of the arbitrator.

C. The appropriate representative of the Employer and the appropriate representative of the Union shall note the time and day when the written grievance complaint is received by him. If dispute shall arise as to the date on which said appeal was taken, such notification shall be conclusive evidence of the date of its receipt.

D. Upon failure to file a grievance within five (5) days of the incident complained of, or to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties.

E. It is the intention of the parties hereto to permit full and adequate representation of both the Employer and the employee

throughout the course of the grievance procedure; however, it is further agreed between the parties hereto that they will avoid any attempt to "pack" a grievance hearing by more than one aggrieved signing a grievance.

F. The Employer and the Union each agrees not to withhold information necessary to the resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.

G. The parties hereto agree that the grievance procedure is the sole and exclusive remedy for the resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.

ARTICLE V

NO-STRIKE CLAUSE

During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any members of the Union take part in, a strike.

ARTICLE VI

SENIORITY

All new employees shall be regarded as probationary employees for the first four (4) months of their employment. Upon completion

of the probationary period, the employee will be granted a seniority ranking from the date of hire. Until given seniority ranking, an employee shall be subject to lay-off, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

Probationary employees shall be represented by the Union for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth herein; however, this provision will not apply to discharged or disciplined probationary employees unless such probationary employee was discharged or disciplined for Union activity. Seniority shall be on a departmental basis in accordance with the employee's last date of hire.

A. Seniority Lists: Seniority shall not be affected by the race, sex, marital status, or dependents of the employees.

The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

The Employer will keep the seniority list up to date at all times and will provide the Union representative with up-to-date copies at least every ninety (90) days.

B. Loss of Seniority: An employee's seniority will continue until he (1) quits, (2) is discharged, (3) fails to report to work within seventy-two (72) hours after date of mailing written notification to return to work to the employee's last known address, or upon the termination of a leave of absence, unless such time is extended by the Employer.

C. Lay-Off Defined: the word "lay-off" means a reduction in working force, due to a decrease of work.

In all cases of lay-off, the principal of straight seniority shall be observed and length of service shall govern within the Department.

The Employer will, whenever possible, give at least seven (7) days notice prior to lay-off to the employees affected, together with a list of the names of said employees, to the Union.

D. Recall Procedure: When an increase in force is necessary, employees previously laid off will be recalled in the order of seniority.

ARTICLE VII LEAVES OF ABSENCE

A. Leaves of absence for reasons deemed appropriate by the Mayor, may be given upon written permission; provided that the

employee submits a written request for said leave of absence prior to the commencement of the proposed leave.

B. The City will, when practical, grant a leave of absence for Union activity for a period of one (1) year, with appropriate extension upon request.

ARTICLE VIII

LEAVES

A. Ten (10) sick days will be provided to an employee covered by this Agreement every calendar year with a 50% payout for unused sick days payable after December 31st each year.

B. Funeral Leave: In the event of death of a member of an employee's "immediate family", as herein defined, an employee may, with pay, be absent from work for up to three (3) days, which shall not be charged against the employee's accumulated sick leave. "Immediate Family", as used in Article VIII only shall mean: mother, father, sister, brother, spouse, or child. An employee may be absent for two (2) days in the event of the death of the employee's grandparent.

ARTICLE IX

VACATIONS

YEARS SENIORITY

VACATION

1 to 4

2 weeks (10 days pay)

5 to 9

3 weeks (15 days pay)

10 or more

4 weeks (20 days pay)

Choice of vacation dates shall be based upon seniority. The employee with the highest seniority shall be given first choice. It is further agreed that, regardless of choice, vacations may only be scheduled during those periods approved by the Mayor when said employee's work is not indispensable and necessary to his department or the City of New Baltimore. Requests for vacation periods shall be submitted in writing by the employee to the Mayor at least thirty (30) days in advance whenever possible, however, this requirement may be waived by the Mayor on a case by case basis for good cause or in hardship cases. One (1) day of vacation may be used upon approval by the Department Head with a forty-eight (48) hour notice. Requests by employees for vacation periods shall not be unreasonably or arbitrarily denied by the Mayor. Any employee dissatisfied with a decision made by the Mayor relative to a request for a vacation period may file a grievance and follow the procedure as set forth in Article IV of this Agreement.

Personal Business Day: Each employee covered by this Agreement will be allowed four (4) personal business days per year.

ARTICLE X

HOLIDAYS

During the term of this Agreement, each employee covered by this Agreement shall be paid fourteen (14) holidays. The holidays included in this clause are: Day Before Christmas Day, Christmas Day, Day Before New Year's Day, New Year's Day, Presidents Day (National Holiday), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving Day, and Martin Luther King's Birthday (National Holiday).

In order to qualify for the payment of any of the above holidays, the employee must work the preceding and following work days within his scheduled work week.

ARTICLE XI

WORK WEEK & WORKING HOURS

For purposes of computing overtime premium pay, the regular working day is eight (8) hours, the regular work week is forty (40) hours, for all employees covered by this Collective Bargaining Agreement.

For the time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift, and time worked in excess of forty (40) hours in the employee's working week shall be compensated for at the rate of time & one-half (1-1/2) said employee's regular wages except as otherwise herein provided.

Employees required to work on holidays shall receive double time the hourly rate.

Employees working seven (7) continuous regular working days (as herein defined) in any given work week shall receive double time the hourly rate for hours worked on said 7th day. An employee shall not receive double time the hourly rate for Sunday work unless Sunday is the 7th continuous day worked by said employee

in any given work week, except as otherwise herein provided. The normal work week shall be defined as beginning on Monday and ending on Friday.

Regarding the work week during the annual Bay-Rama Festival and with respect to that particular work week only, the following provisions shall apply concerning the payment of "double time" for hours worked on Sunday of the Bay-Rama Festival work week, to wit: Any employee covered by this Agreement working forty (40) hours Monday through Friday of said Bay-Rama Festival work week who also works for any period of time on Sunday (parade day) of said work week shall receive double time his hourly rate for any time worked on said Sunday (parade day) of said Bay-Rama Festival work week. If the employee does not work for any period of time on Saturday of said Bay-Rama Festival work week, he shall receive one & one-half (1-1/2) the hourly rate for any time worked on Sunday of said work week provided that he has worked forty (40) hours Monday through Friday of said Bay-Rama Festival work week. Employees covered by this Contract shall receive a fifteen (15) minute work break each regular working day, for the term of this Collective Bargaining Agreement.

ARTICLE XII

WAGE RATES

All employees in this Bargaining unit shall be paid the following wage rates in the indicated job classifications.

Effective January 1, 1994: \$0.60 per hour increase

LABORER	
Starting	\$12.61 per hour
After four (4) months	\$13.17 per hour
UTILITY SERVICEMAN II	
Starting	\$13.22 per hour
After four (4) months	\$13.78 per hour
UTILITY SERVICEMAN I	
Starting	\$13.83 per hour
After four (4) months	\$14.39 per hour
MECHANIC	
Starting	\$16.81 per hour
HEAVY EQUIPMENT OPERATOR	
Starting	\$16.81 per hour

Effective January 1, 1995: \$0.55 per hour increase

LABORER	
Starting	\$13.16 per hour
After four (4) months	\$13.72 per hour
UTILITY SERVICEMAN II	
Starting	\$13.77 per hour
After four (4) months	\$14.33 per hour
UTILITY SERVICEMAN I	
Starting	\$14.38 per hour
After four (4) months	\$14.94 per hour
MECHANIC	
Starting	\$17.36 per hour
HEAVY EQUIPMENT OPERATOR	
Starting	\$17.36 per hour

Effective January 1, 1996: \$0.55 per hour increase

LABORER	
Starting	\$13.71 per hour
After four (4) months	\$14.27 per hour
UTILITY SERVICEMAN II	
Starting	\$14.32 per hour
After four (4) months	\$14.88 per hour

UTILITY SERVICEMAN I	
Starting	\$14.93 per hour
After four (4) months	\$15.49 per hour
MECHANIC	
Starting	\$17.91 per hour
HEAVY EQUIPMENT OPERATOR	
Starting	\$17.91 per hour

ARTICLE XIII

LICENSED OPERATOR CLASSIFICATION BONUSSES AND PREMIUMS

A Licensed Operator classification will be established in both the Water Treatment Plant and in the Waste-Water Treatment Plant. Bonuses will be paid to employees in said plants covered by this Agreement as follows:

RE: WATER TREATMENT PLANT: Employees who have attained a F-4 Classification will receive a bonus of \$250.00 per year. Employees who have attained a F-3 Classification will receive a bonus of \$400.00 per year. Employees who have attained a F-2 Classification will receive a bonus of \$500.00 per year.

RE: WASTE-WATER TREATMENT PLANT: Employees who have attained a "D" Classification will receive a bonus of \$250.00 per year. Employees who have attained a "C" Classification will receive a bonus of \$400.00 per year. Employees who have attained a "B" Classification will receive a bonus of \$500.00 per year.

All bonuses mentioned above will be pro-rated from the date of achieving and attaining the classification. In order to collect this bonus, the employee must be in the employment with the City to the end of the Contract Year. Bonuses are payable on the anniversary date of the contract. If an employee has one classification and then attains a higher classification, the

Bonus amounts will be pro-rated accordingly. Employees may not collect or receive more than one classification bonus.

The City of New Baltimore will pay an hourly premium to an employee with an appropriate state license classification in the Water Treatment Plant and/or the Waste-Water Treatment Plant under the following limited circumstances and conditions. Such hourly premium will be paid only to one such employee at a time in the Water Treatment Plant and/or to only one such employee at a time in the Waste-Water Treatment Plant. The City will only pay such a premium to an employee with a state license classification in the following instances hereinafter specified, to wit:

RE: WATER TREATMENT PLANT:- During any shift that the Superintendent is not present or working for any period of time during said shift and the law requires that an employee with a state license classification be present at the plant during a portion of said shift, the employee designated by the Superintendent to be in charge of the Water Treatment Plant in the absence of the Superintendent shall be paid an additional twenty (\$0.20) cents per hour for that portion of the shift during which water is being treated, if the law requires that an employee with a state license classification be present at the plant during such period of the shift during which water is being treated.

When the Superintendent is on vacation or is off work, for three (3) days in a row or more, then the employee with a state license classification designated to be in charge of the Water Treatment Plant in the absence of the Superintendent shall receive thirty (\$0.30) cents per hour additional during his or her shift whether water is being treated or not, while in control of the Water Treatment Plant.

RE: WASTE-WATER TREATMENT PLANT: When the Superintendent is on vacation or is off sick, for three (3) days in a row or more, then the employee with a state license classification designated to be in charge of the Waste-Water Treatment Plant in the absence of the Superintendent shall receive thirty (\$0.30) cents per hour additional during his or her shift while in control of the Waste-Water Treatment Plant.

It is not the intention of the Employer to reschedule the working schedule or hours of the Superintendent to circumvent having to pay hourly premiums as above set forth to employees with state license classifications who are designated to be in charge of either the Water Treatment Plant or the Waste Water Treatment Plant. The Employer retains all Management Rights as set forth in the Collective Bargaining Agreement as provided by law and nothing contained herein shall be construed to alter or abridge any such Management Rights possessed by the Employer under the Collective Bargaining Agreement or under the law.

ARTICLE XIV

CALL-IN PAY

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of two (2) hours pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of the City.

ARTICLE XV
LONGEVITY PAY

Employees covered by this Collective Bargaining Agreement, in addition to the wages set forth above, shall receive the following longevity pay for continuous years of service: Three Hundred (\$300.00) Dollars after five (5) years of continuous service.

ARTICLE XVI
LIFE INSURANCE

City employees covered by this Collective Bargaining Agreement shall receive paid term life insurance policy in the amount of Twenty Thousand (\$20,000.00) Dollars during the term of the within Collective Bargaining Agreement, said policy to contain a double indemnity clause.

ARTICLE XVII
MEDICAL INSURANCE

Upon the Agreement between both City and Union, employees covered by this Agreement shall receive Blue Cross-Blue Shield Hospital and Medical Insurance or its equivalent, with the Blue Cross-Blue Shield Comprehensive Major Medical (CMM100) with a Ten (\$10.00) Dollar prescription drug program for employees covered by this Agreement. The City will reimburse employees, on a monthly

basis, Five (\$5.00) Dollars per prescription for qualified prescriptions purchased by a participant of this plan. Under the Blue Cross-Blue Shield Comprehensive Major Medical Plan (CMM100) being afforded employees under this Collective Bargaining Agreement, each employee shall be responsible for the payment of any applicable deductible and copay incurred by an employee under the Plan in each calendar year. The City, however, shall reimburse an employee for that portion of the combined deductible and copay incurred and paid by an employee under the Plan in any calendar year in excess of the first Five Hundred (\$500.00) Dollars. The City's obligation for such reimbursement does not include and it specifically excludes prescriptions. This plan will become effective in March, 1994.

All probationary employees are hereby given Hospital and Medical Insurance effective thirty (30) days after date of hire.

Effective March 1, 1994, the City promotes a program to eliminate overlapping health care coverage. Each employee who chooses to waive City provided health insurance, and whose spouse or parent has coverage provided by another employer, shall be paid One Thousand (\$1,000.00) Dollars each year for every year the employee waived City provided coverage. Payments of Five Hundred (\$500.00) Dollars shall be made semi-annually (July 1, Jan 1) to each employee who has not taken any City provided health insurance for the previous 6 (six) months. Employees shall be required to show proof semi-annually that a spouse or parent has

health care coverage that includes the employee before said employee will be declared eligible to receive the Five Hundred (\$500.00) Dollars semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff, termination, death, or divorce shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the beginning of the next billing period. In the event an employee re-enrolls for this reason, the payment shall be pro-rated according to the number of months coverage that was waived. The City shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage. The Employer and Union agree to form a joint management/union committee during October, 1994 to come up with recommendations for retiree medical benefits for the next contract.

ARTICLE XVIII

OPTICAL PLAN

An Optical Plan will be provided by the City of New Baltimore to cover all New Baltimore City employees who are members of the AFSCME Bargaining unit and their immediate family (spouse/dependent children). The maximum amount of benefit is Three Hundred (\$300.00) Dollars for each family member over the length

of this Agreement. Employee must provide all receipts for reimbursement. This Plan is effective after one (1) year of employment.

ARTICLE XIX

DENTAL PLAN

A Dental Plan is a 100/80; 50, One Thousand (\$1,000.00) Dollar type which covers all City employees covered by this Collective Bargaining Agreement and their immediate family. This Plan will be effective as of April, 1994, and continue during the entire term of the within Collective Bargaining Agreement. Premiums for said Dental Plan shall be paid by the Employer.

ARTICLE XX

PENSION PLAN

The present Pension Plan for employees covered by this Collective Bargaining Agreement, which has been adopted by the New Baltimore City Council, shall remain in effect during the term of the within Collective Bargaining Agreement, except as the same, shall be amended, revised and/or improved by the City of New Baltimore in accordance with the terms, provisions and conditions as herein set forth and agreed upon by the City of New Baltimore and AFSCME Local No. 1033, to wit:

- A. Under the present Pension Plan for the New Baltimore employees covered by this Collective Bargaining Agreement, an employee shall be able to retire at the age of fifty-five

(55) years with twenty-five (25) years of service as an employee of the City of New Baltimore.

- B. The Pension Plan applicable to the employees covered by this Collective Bargaining Agreement shall be amended to require that each New Baltimore City employee contribute and pay 5% of the said employee's base salary/wages into the City's Pension Fund.
- C. The Pension Plan for employees covered by this Collective Bargaining Agreement shall be amended to provide that the retiring employee's straight life pension shall be equal to 2% of said retiring employee's final average compensation (as defined in the City's Pension Ordinance) multiplied by said retiring employee's credited service (as defined in the City's Pension Ordinance).
- D. The amendments to the Pension Plan specified herein for employees covered by this Collective Bargaining Agreement shall be effectuated by the City on or before April 1, 1994.

The City of New Baltimore agrees to contribute 4% of the gross pay based on regular earnings of a New Baltimore City employee covered by this Collective Bargaining Agreement into the Pension Plan for the benefit of said employee.

ARTICLE XXI

DISABILITY INSURANCE

Disability Insurance will include Long Term and Short Term Disability during the term of the within Collective Bargaining Agreement. The Long Term Disability Plan offered by the City provides 66 2/3% of salary to a maximum benefit of Five Thousand (\$5,000.00) Dollars per month with an elimination period of 180 days. The Short Term Disability plan offered by the City provides 70% of salary to a maximum benefit of Four Hundred (\$400.00) Dollars per week. Benefits begin on the 1st day of injury and the 8th day of sickness and the benefit period for

both injury and sickness is 26 weeks. Effective date of coverage is thirty (30) days after date of hire.

ARTICLE XXII
PROMOTIONS

Section 1: Promotions on new jobs within the departments of the bargaining unit shall be made or filled first on the basis of departmental seniority. Job vacancies will be posted for a period of seven (7) calendar days on the Union bulletin board. Employees interested shall apply within the seven (7) calendar day posting period. Promotions will be offered and made on the following basis:

- A. The senior qualified employee within the department of which the vacancy occurs will be given the first opportunity to fill said vacancy.
- B. Thereafter, the senior qualified employee in any other City department will be given the opportunity to fill said vacancy.
- C. Thereafter, the City may offer said position to any individual whether or not said individual is an employee of the City.

Section 2: The senior qualified employee within the Department in which the vacancy occurs who applies for the vacancy shall be granted a 2 (two) week trial period to determine:

- A. His/Her desire to remain on the job, and,
- B. His/Her ability to perform the job.

In the event the senior qualified employee applicant is denied the promotion, reasons for said denial shall be given, in writing, by the Employer to the employee.

Section 3: During the above-referenced trial period the employee shall have the opportunity to revert back to his former classification upon forty-eight (48) hours written notice. If the employee is unsatisfactory in the new position, notice and reasons relative to said unsatisfactory performance in the new position shall be submitted, in writing, to the employee.

Section 4: During the trial period as above-referenced the employee will receive the rate of pay for the new position which he/she is then performing.

Section 5: There shall be no carry over in departmental seniority from one City department to another as a result of a promotion pursuant to this Article.

ARTICLE XXIII

SHIFT PREMIUMS

Employees working the afternoon shift shall receive a shift premium of twenty-five (\$0.25) cents per hour for the term of the within Collective Bargaining Agreement. City employees working the midnight shift shall receive a shift premium of fifty (\$0.50)

cents per hour for the term of the within Collective Bargaining Agreement.

ARTICLE XXIV

JURY DUTY COMPENSATION

In the event that an employee covered by this Collective Bargaining Agreement shall be called for Jury Duty and shall be required to serve on Jury Duty during the term covered by this Collective Bargaining Agreement, than and in such event, if the employee's service on Jury Duty shall conflict with said employee's work schedule with the City of New Baltimore, the City of New Baltimore agrees to compensate said employee for all regular hours of work lost as a result of said employee serving on Jury Duty. Any said employee covered by this Collective Bargaining Agreement who shall serve on Jury Duty and receive compensation from the City of New Baltimore pursuant to the provisions of this Article XXIV shall pay over to the City of New Baltimore any compensation received by said employee for serving on such Jury Duty, other than the Jury Duty Compensation received by said employee from the City of New Baltimore under this Article XXIV.

ARTICLE XXV
MANAGEMENT RIGHTS

The City on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by Home Rule Act, as amended, and other general statutes delineating the rights, powers, and duties of cities, the laws and the Constitution and the State of Michigan and the Constitution of the United States, including but not limited to the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the City and each of its Departments, and its properties and facilities, and the activities of its employees.
- B. To hire all employees, and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To determine the hours of employment, the duties, responsibilities and assignments of members of each of its Departments with respect thereto, and with respect to the administrative activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof

are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE XXVI

WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and propositions with respect to any subject or matter not removed by law from the area of Collective Bargaining, and 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 referred to or covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

RE-OPENING

The parties hereto agree that this contract may be re-opened for additional negotiation of any part thereof when both parties hereto agree that said re-opening is necessary.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

This Agreement shall be effective as of January 1, 1994 and shall remain in full force and effect until December 31, 1996.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if either party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of desire to change or terminate this Agreement.

All economic items shall be retroactive to January 1, 1994 except as may otherwise herein be provided.

IN THE PRESENCE OF:

Charlotte A. Beck

Lauren Wood

IN THE PRESENCE OF:

Charlotte A. Beck

Lauren Wood

Lauren Wood

Charlotte A. Beck

THE CITY OF NEW BALTIMORE

BY: Greg Bayer

GREG BAYER, Mayor

BY: Ann Billock

ANN BILLOCK, City Clerk

MICHIGAN COUNCIL
NO. 25 AMERICAN
FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO AND
LOCAL UNION NO. 1103

BY: Lloyd Stage

LLOYD STAGE

BY: Kurt Schoebel

KURT M. SCHOEBEL

BY: Michael Truman

MICHAEL TRUMAN

BY: John Earle

JOHN EARLE

STATE OF NEW YORK

IN SENATE

JANUARY 10, 1906

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

APRIL 10, 1905

ALBANY:

THE UNIVERSITY OF THE STATE OF NEW YORK

PRINTING OFFICE

1906