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STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of Fact Finding
Between:

CITY OF BENTON HARBOR,

Employer,

-and-

MERC Case No: G89 I-0985

LOCAL 1433, COUNCIL 25,
AFSCME, AFL-CIO,

Union.

_____/

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EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

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Benton Harbor, City of

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DEPARTMENT OF LABOR
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FACT FINDING: RECOMMENDATION

INTRODUCTION

Pre-hearing conference: August 3, 1990

Hearings: September 13, 1990, October 12, 1990

Conference calls: July 13, 1990

Final Conference call: March 15, 1991

The Employer is a Michigan municipal corporation situated immediately adjacent to St. Joseph, Michigan, which is sometimes referred to as a twin city. Some would argue that is where any current comparison would end. Nevertheless, this twin city connection has a determination in the issue of comparables. The Union, Local 1433, Council 25, AFSCME, represents the majority of the municipal employees except for police and fire.

The parties had a number of contract negotiation sessions, and obviously could not resolve their dispute as the Employer filed a petition for fact finding March 16, 1990. The undersigned

was appointed by letter dated June 22, 1990. A pre-hearing conference was held as indicated on August 3, 1990. It was discovered that virtually the total agreement was unresolved. The City has suggested across-the-board changes - a complete rewrite of the collective bargaining agreement. (Parenthetically, the other organized employees, the police officers and fire fighters have settled their contract disputes albeit the agreement may have been reached with the assistance of compulsory arbitration which is not available to general municipal employees.)

In any event, these parties were directed back to negotiations. The parties attempted to resolve as many issues as they possibly could. That resulted in a number of tentative agreements identified as Employer Ex. 2. The tentative agreements are incorporated by reference in the Fact Finding Recommendations.

The tentative agreements are contained in Employer Ex. 2, but the remaining issues to be identified are numerically identified as 1 through 19, but in reality, there are 17 non-economic and 14 economic issues. The parties have set forth their respective issues; the cities are contained in Employer Ex. 1, whereas the Union's version of the open issues is set forth in Union Ex. 1 (noneconomic) and Union Ex. 2 (economic) issues. The Union list of issues contains a simple identification of the issues, whereas, Employer Ex. 1 sets forth in detail its suggested contract language. The Union has submitted specific language in a response to all of the issues in a post-hearing memorandum.

FACTS

I. OPEN ISSUES

The issues are identified numerically, by contract section, and and provision name. As indicated, the Employer Ex. 1 will be followed with some modification as to Issue No. 19, where specific deletions are sought by the employer in three areas - supervisory work, special meetings, and distribution of the agreement.

1. Section 8.0 - No Strike Pledge

2. Section 8.1 - Penalty (for violation of Section 8.0)

3. Section 9.0 - Definition of Seniority (emphasis on full-time, no mention of part-time)

4. Section 9.3 - Loss of Seniority (reference to full-time only)

5. Section 9.6 - Promotional Advancements

6. Section 10.0 - Layoff procedure

7. Section 11.0 - Normal work week and work day
   Section 11.1 - Work week and work day definitions
   Section 11.2 - Scheduling
   Section 11.3 - Lunch Periods
   Section 11.4 - Rest Periods

8. Section 11.5 - Overtime and Premium Rates of Pay
   Section 11.9 - Emergency Call-In

9. Section 12.4 - Bereavement Leave

10. Section 13.0 - Holiday Eligibility
    Section 13.1 - Holiday Pay

11. Section 15.0 - Hospitalization Insurance

12. Section 15.1 - Dental Insurance
    Section 15.3 - Term Life Insurance
    Section 15.4 - Selection of Insurance Carriers
    Section 15.6 - Continuation of Insurance Benefits

13. Section 17.2 - Hourly Rates effective 7/6/90
    Section 17.3 - Hourly Rates effective 7/5/91

14. Section 17.5 - Longevity

15. Section 17.6 - Temporary Transfers

16. Section 18.7 - New Classifications

17. Section 18.9 - Part-time Employees

18. Section 18.15 - Subcontracting

19. Specific deletions sought by the Employer:

    A. Article III, Section 7, Work Performed by Supervisors
    B. Article V, Section 1, Meetings and Conferences
    C. Article XVIII, Section 9, Distribution of Agreement

The above-referenced issues have been identified, and are set forth as an attached exhibit and should be referred to as "Appendix A". The tentative agreements identified as Employer Ex. 2 will be referred to as "Appendix B".

The Employer presented Oscar W. Rye, Jr., Personnel Management Consultant who prepared, and submitted testimony, and data regarding comparable communities as suggested by the Employer. The parties could not agree on comparables. Mr. Rye also presented and testified with regard to comparable pay and wage data contained in Employer Ex. 16(A) through (I). Moreover, he further offered testimony regarding benefit analysis pursuant to Employer Ex. 17(A) through (I).

Henry S. Manning, City Manager and Personnel Director, testified regarding the financial condition of the City. Moreover, he offered the Employer's position regarding each of the open issues, and also offered testimony regarding a number of the Employer's exhibits.

EXHIBITS SUBMITTED

J-1	"Current" collective bargaining agreement - terminated on July 31, 189
J-2	Petition for Fact Finding
E-1	Employer Issues - Open - 18 pages
E-2	Tentative agreements as of 9/12/90 - 40 pages
E-3	City Charter
E-4	City organizational chart
E-5	City millage information
E-6	City, State Equalized Valuation (SEV)
E-7A	Financial report - year ended 6/30/89
E-7B	Federal financial assistance programs, supplemental information, year ended 6/30/89
E-8	Resolution re: appropriations budget 1990/91, appropriations amendment 1989/90, dated 6/21/90
E-9	Order of approval of loan from Local Emergency Financial Assistance Loan Board dated 6/25/85
E-10	Outstanding emergency loan notes re: interest rate from 7/1/89-6/30/90
E-11	State of Michigan response to 5 year deficit elimination plan
E-12	City's 5-year plan submitted to the State of Michigan 2/26/90
E-13A	City's 5-year forecast plan dated 4/3/90
E-13B	Department of Treasury letter dated 4/3/90
E-13C	Letter from the State of Michigan to Plante Moran, CPA's dated 4/3/90
E-13D	Letter from Plante Moran to State of Michigan dated 5/14/90
E-13E	Letter from City to State Department of Treasury dated 5/16/89
E-13F	Letter from Department Treasury to Plante Moran dated 6/15/90
E-13G	Letter dated 7/12/90 from Plante Moran to State of Michigan
E-13H	Letter dated 7/27/90 from Attorney Mulder to City Attorney - Benton Harbor
E-14	Active employee list as of 9/13/90
E-15	Proposed comparable communities for the City of Benton Harbor, prepared by William Rye dated 10/90 (23 pages)
E-16A	City comparisons - maximum pay rate - Lavorer (9/90)
E-16B	Comparisons - maximum pay rate for heavy equipment operator (9/90)
E-16C	Comparisons - maximum pay rate for mechanic (9/90)
E-16D	Comparisons - maximum pay rate for custodian(9/90)
E-16E	Comparisons - maximum pay rate for dispatchers (9/90)
E-16F	Comparisons - maximum pay rate for electrical inspector (9/90)
E-16G	Comparisons - maximum pay rate for building inspector (9/90)

E-16H	Comparisons - maximum pay rate for clerk typist III (9/90)
E-16I	Comparisons - maximum pay rate for account technician II (9/90)
E-17A	Comparable retirement information
E-17B	Comparable health insurance information
E-17C	Comparable sick leave program information
E-17D	Comparable longevity schedules
E-17E	Comparable longevity pay
E-17F	Comparable holiday provisions
E-17G	Comparable life insurance provisions
E-17H	Comparable bereavement leave
E-17I	Comparable vacation accrual
U-1	Summary of open non-economic issues
U-2	Summary of open economic issues
U-3	History of wage increase 7/1/85-6/30/90
U-4	Pay grade, classification, number of hours worked per classification, maximum wages 1989 rate for all contract classifications
U-5	Summary wage increase police and fire departments
U-6	Employer fire fighter agreement (an agreement which was bargained after Act 312 interest arbitration award)
U-7	Police contract - based on stipulated Act 312 interest settlement
U-8	Police and Fire Department summary of fringe benefit comparison
U-9	Union comparables
U-10	Contract - City of Albion and AFSCME
U-11	Contract - City of Big Rapids and AFSCME
U-12	Contract - City of East Grand Rapids and AFSCME
U-13	Contract - City of Owosso and AFSCME
U-14	Contract - City of St. Joseph and AFSCME
U-15	Contract - City of New Buffalo and AFSCME
U-16A	City of Hartford and AFSCME
U-16B	City of Harford and Public Works Employees update 1989, 1990, 1991
U-17	Summary of comparable municipalities and fringe benefits
U-18	Strike/no lock-out language
U-19	Management security, Section 2 language
U-20	Authority language
U-21	Loss of seniority provision
U-22	Job posting and bidding language from former contract
U-23	Layoff and recall language
U-24	Union modification re: layoff and recall - super seniority
U-25	Language re: temporary employees
U-26	Language re: working hours
U-27	Language re: overtime
U-28	Language re: computation of benefits
U-29	Language re: funeral leave
U-30	Language re: leave of absence and worker compensation disability

U-31	Language re: fringe benefits, insurance, hospitalization
U-32	Language re: hospitalization, longevity, part-time employees
U-33	Continuing coverage language re: insurance during employee absences due to work related injury or illness, maternity
U-34	Longevity language
U-35	Transfer language
U-36	Language re: rates for new and altered jobs
U-37	Language re: contracting and subcontracting of work
U-38	Language re: special conferences
U-39	Language re: supervisor working
U-40	Language re: distribution of agreement
U-41	Newspaper article re: City Manager's 28% pay increase and Benton Harbor Commission hikes

The testimony and the economic exhibits show that the Employer is in difficult financial circumstances. However, the fact finder is also aware that employees who work for an employer, whether public or private, must be paid, generally consistent with other employees involved in the same field, based on numerous factors, including the cost of living, and according to their effort. Generally, most municipal public employees enjoy annual raises, at least, to allegedly keep up with the so-called annual inflation rate.

Both parties have suggested a number of comparables, and I would make the following observations. There is some difficulty with the suggested comparables of the Employer because it does not recognize St. Joseph, its sister city, even though there are a number of joint ventures that are shared by these two communities, such as the airport services and sewage disposal. Obviously, people in both communities work and live together. Even though St. Joseph obviously enjoys a higher economic level, if you will, it should be used as one of the comparables.

In addition, internal comparables are generally given serious consideration by fact finders as well as arbitrators. One other note concerning comparables; the City chose of its five comparables Charlotte, Hillsdale, and Three Rivers. These communities do not have collective bargaining agreements in place that can be compared. It is well recognized that many items in a "union contract" would not necessarily be in place in a non-union situation.

Based on the above considerations, the fact finder will consider all the comparables in an attempt to be fair to both parties.

RECOMMENDATIONS

This portion of the report contains the recommendations for acceptance by both parties as to each of the outstanding issues. The reasons for both parties' position have been sufficiently advanced and detailed in testimonial analysis of the issues, the exhibits, and in post-hearing memoranda. Therefore, the issues will be set forth as recommended. It is the opinion of the fact finder that abundant documentary evidence and the testimony form a sufficient standard for recommendations.

Once again, the tentative agreements as contained in Employer Ex. 2, identified as Appendix B should become a part of whatever collective bargaining agreement the parties ultimately agree to. The Union has agreed to the new numbering system which in effect rewrites the collective bargaining agreement on its face. In addition, there are a number of substantive provisions that have been agreed to. The format, therefore, as suggested by the Employer, is recommended.

The term of the contract is another issue that separated the parties. The recommendation is a three year contract period; that is, 1989-1992. Thus, the contract years involved are as follows: July 1, 1989-June 30, 1990; July 1, 1990-June 30, 1991; and July 1, 1991-June 30, 1992.

Moreover, it is the understanding of the fact finder that first year wages are not involved in this dispute. Thus, recommended wages cover contract years from July 1, 1990 and forward.

The following numerical items set forth the issues as identified in Employer Ex. 1, and follow that format with recommendations as to each, except that item number 19 contains three non-economic areas of disagreement not addressed in Employer Ex. 1.

1. **Section 8.0 - No Strike Pledge.** The language as suggested by the Employer is recommended except that the last sentence should be deleted.

2. **Section 8.1. Penalty.** The language of the first sentence is recommended. The second sentence should read:

> Alleged violations may be appealed to the grievance and arbitration procedure set forth in this agreement.

3. **Section 9.0. Definition of Seniority.** The Employer's suggestion is recommended with the addition of a second paragraph adopting the language stated in Union Ex. 20, to wit:

> Part-time employees who work less than 20 hours per week shall accrue seniority at 50% of regular full-time employees, i.e., example, 15 hours per week for one year shall be prorated to have earned 6 months seniority; 20 hours per week for one year shall receive full seniority for one year.

4. **Section 9.3. Loss of Seniority.** The language is recommended except that it should be modified to include all employees, including part-time.

5. **Section 9.6. Promotional Advancement.** The current collective bargaining agreement provision, Article VI, Job Posting and Bidding, Union Ex. 22, is recommended. Therefore, the status quo should remain.

6. **Section 10.0. Layoff Procedure.** Layoff and recall procedure as set forth in the current collective bargaining agreement, Article XIV, Union Ex. 23, is recommended. Therefore, the status quo should remain.

7. **Section 11.0. Normal Workweek and Workday.** This section is recommended.

Section 11.1. Workweek and Workday Definition. The first sentence is recommended, the second sentence should be deleted.

Section 11.2. Scheduling. This section is recommended.

Section 11.3. Lunch Periods. The language set forth is recommended.

Section 11.4. Rest Periods. The language as suggested is recommended.

8. **Section 11.5. Overtime and Premium Rates of Pay.** The suggestion of the Employer is not recommended, therefore, the provisions of Article IX, Overtime, should be maintained. Thus, the status quo should remain.

9. **Section 12.4. Bereavement Leave.** The language as suggested is recommended, Sections (A), (B), (C) and (D) with the following modifications. The provisions should apply, on a prorated basis to part-time employees as in the past. Moreover, brother and sister-in-law should be added in Section 12.4(B).

10. **Section 13.0. Holiday Eligibility and Holiday Pay.**

Section 13.0(a) is recommended.

Section 13.1. Holiday Pay. It is recommended under the following conditions: the provision applies to part-time employees, and that the phrases "Whenever December 25 falls on Tuesday through Friday" and "Whenever January 1 falls on Tuesday through Friday" is removed.

11. **Section 15.0. Hospitalization Insurance.**

(A) is recommended

(B) (1) The DRI 275 rider is not recommended

(2) This suggestion is not recommended

(3) This suggestion is recommended

(4) Prescription drug co-pay rider shall be increased from $2.00 to $3.00

(5) Employees' deductible co-payment amount increase is recommended.

(5) The suggestion in this subsection is not recommended.

In addition to the above, employees have no right to the money equivalent for a coordination of benefits provision if that subissue is resolved by the parties.

12. **Section 15.1. Dental Insurance.** This proposal is approved and modified to include part-time employees.

Section 15.3. Term Life Insurance. This suggestion is recommended and applies to part-time as well as full-time employees.

Section 15.4. Selection of Insurance Carriers. This suggestion is recommended.

Section 15.6. Continuation of Insurance Benefits. The language as suggested is recommended, with the addition of a provision that would provide:

> Except that the City shall provide insurance coverage to the employee during absences due to work related injury, illness, and for maternity leaves.

13. **Compensation.**

Section 17.2. Hourly Rates Effective July 6, 1990.

Effective July 6, 1990, all employees shall receive an across-the-board 4% wage increase. This increase shall be retroactive.

Section 17.3. Hourly Rates Effective July 5, 1991.

All employees shall receive an across-the-board increase effective July 5, 1991 of 3%, and an additional increase of 3% effective January 1, 1992.

14. **Section 17.5. Longevity.** The longevity plan as contained in Article X, Section 6 of the current collective bargaining agreement shall be maintained for current employees. If the Employer wishes to red circle them, that would be recommended. However, the current benefit plan should be phased out under a red circle provision. The parties can deal with the termination of this benefit, and/or modification as to new hires.

15. **Section 17.6. Temporary Transfers.** The language of the Employer is recommended.

16. **Section 18.7. New Classifications.** The language as suggested is recommended except that the fifteen (15) calendar day period is changed to thirty (30) days in which to object to the assigned rate. Moreover, it should be clear that the

Union has a right to challenge the rate of pay through the grievance procedure.

17. **Section 18.9. Part-time Employees.**

(b), (c) and (d) are not recommended.

18. **Section 18.15. Subcontracting.** The language as suggested in the first sentence is recommended, the second sentence is not recommended. The language as contained in Union Ex. 37 incorporating provisions of Article III, Section 8, of the former collective bargaining agreement plus the following suggestions should be used to form a basis to resolve this issue. The Union's suggestion is as follows:

> However, the City may subcontract work that is not normally performed by bargaining unit members when the City does not have the available manpower, proper equipment, capacity and ability to perform such work. The City agrees to discuss the work to be contracted out with the Union before requesting bids from outside contractors. The Union may challenge the decision through the grievance procedure.
>
> The City agrees not to layoff or reduce hours as a result of any contract work performed.

19. **Additional Non-economic Provisions.**

Article III, Section 7, Work Performed by Supervisors. The Employer's recommendation that this provision be deleted is recommended.

Article V, Special Conference. The Employer's position to delete this provision is recommended.

Article XVIII, Section 9, Distribution of Agreement. The first sentence of the provision should be deleted as recommended. However, "the cost of reproduction of the contract shall be shared equally between the City and the Union."

The above recommendations cover each of the issues which separate the parties, and hopefully, will form a basis for an agreement.

Respectfully submitted,

John A. Lyons, Fact Finder

Dated: March 20, 1991

APPENDIX "A"

From 5/3/90 city final

Employer Issues

City of Benton Harbor
~~Proposed~~ Exhibit 1

NO STRIKE - NO LOCKOUT

#1

Section 8.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the City's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any acts that interfere in any manner or to any degree with the services of the City. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the City's building or premises or at any other location where employees covered by this Agreement are expected to work.

#2

Section 8.1. Penalty. Any employee who violates the provisions of Section 8.0 shall be subject to discipline by the City, up to and including discharge. ~~Any appeal to the Grievance and Arbitration Procedure set forth in this Agreement for violations of Section 8.0 shall be limited to the question of whether the employee(s) actually engaged in the conduct prohibited by that Section.~~ Any Alleged Violation may be appealed to the Grievance and Arbitration Procedure set forth in this Agreement.

SENIORITY

#3

Section 9.0. Definition of Seniority. Seniority shall be defined as the length of a full time employee's continuous full time service with the City of Benton Harbor since the employee's last date of hire. A full time employee's "last date of hire" shall be the most recent date upon which he first commenced work within the bargaining unit set forth in Section 1.0. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

#4

Section 9.3. Loss of Seniority. A full time employee's seniority and employment relationship with the City shall automatically terminate for any of the following reasons:

(i). If he has less than five (5) years seniority at the time of layoff and has been on layoff status for a period of one (1) year;

(j). If he has five (5) or more years seniority at the time of layoff and has been on layoff status for a period of two (2) years;

(k). If he has been on a leave of absence, including a medical leave of absence noncompensable under the Workers' Compensation Act, for a period of six (6) months, provided, however, an employee who has five (5) or more years seniority at the time a medical leave of absence noncompensable under the Workers' Compensation Act commences shall not lose his seniority until he has been on such a leave for a period of one (1) year;

(l) If he has less than five (5) years seniority at the time a medical leave of absence compensable under the Workers' Compensation Act commences and has been on such a leave for a period of one (1) year;

(m) If he has five (5) or more years seniority at the time a medical leave compensable under the Michigan Workers' Compensation Act commences and has been on such a leave for a period of two (2) years;

#5 - Section 9.6. Promotional Advancements. Whenever a vacancy occurs in a bargaining unit classification covered by this Agreement or the City creates a new bargaining unit classification, the following Procedure shall be followed. The purpose of this Procedure is to allow full time nonprobationary employees to advance from a given classification to a higher paid classification. Vacancies occasioned by leaves of absence (excluding active military leave), vacations, or disciplinary layoffs shall not be subject to this Procedure. The City shall, in its sole discretion, determine whether a vacancy subject to this Procedure does or does not exist.

(a). Notices of vacancies occurring in the bargaining unit will be posted for a period of ten (10) days. The City may also seek applicants from outside the bargaining unit for the position. Interested nonprobationary bargaining unit employees may make application for the vacancy by submitting written notice indicating their intent to the City Manager, or his designee, no later than the end of the posting period. The City will not be obligated to consider a request for promotion from an employee during the employee's absence from work unless the employee submits the request in writing during the posting period. Employees will not be considered for any promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.

(b). Awards of a posted vacancy shall be made on the following basis:

(1). Meeting the required knowledge, training and qualifications for the position as specified in the established job description.

(2). Attendance records and performance evaluations.

(3). Job related physical qualifications.

(4). Records relating to discipline, final testing scores, and counseling memos relating to work performance;

(5). Oral interviews, when appropriate.

(6). The City shall select the most qualified applicant to apply for the vacancy. Where the above qualifications are equal among two (2) or more applicants, including applicants from outside the bargaining unit, preference shall be given to the most senior qualified bargaining unit employee to apply for the vacancy. For information purposes, the City shall furnish the Unit Chairperson with a list of employees who applied for the vacancy involved and notify him as to who was awarded the position.

(c). An employee selected to fill a vacancy will be given up to a sixty (60) calendar day period to demonstrate his ability to satisfactorily perform the work required. At any time during this demonstration period an employee may, on his own volition, request in writing to be relieved of the new classification and be returned to his former classification and former rate of pay without loss of seniority. If an employee returns to his prior classification at his own request, he shall be ineligible to fill any other vacancy by means of this Procedure for a period of six (6) months. At any time during the trial period, if the City determines that the employee is unsatisfactory in the new classification, the City shall have the right to return the employee to the former classification from which he was promoted.

(d). No employee will be permitted to seek another position through this Procedure if he is currently in a sixty (60) day demonstration period as the result of an earlier award for a position under this Procedure.

(e). Downward movement by an employee to a lower-rated classification shall not be allowed.

(f). The parties acknowledge that this Section has application only to the initial vacant classification and to the first (1st) vacant classification resulting from application of this Section.

(g). The City may assign an employee to fill the vacancy until the vacant position is awarded. The City may also fill a vacancy subject to this Procedure from outside the bargaining unit whenever there are no bargaining unit employees who have submitted application for the position involved or who qualify for the vacancy in accordance with this Section, and in those circumstances where this Section, by its own terms, has no application.

LAYOFF AND RECALL

#6

Section 10.0. Layoff Procedure.

(b). A nonprobationary employee laid off from his classification shall be assigned by the City to an equal or lower-rated classification within the same Department for which the employee presently has the necessary training, experience, qualifications, skill, and ability to perform the work required, provided the employee reassigned has greater seniority than the employee who will be displaced. A senior employee afforded this displacement right will be paid the salary rate for the equal or lower-rated classification at the same progression Step he held prior to be laid off from his classification. Any employee who is eligible to exercise the displacement rights provided for in this subsection and who refuses to accept the reduction to an equal or lower-rated position shall be considered to have resigned from employment.

(c). There shall be no "bumping" between employees or classifications other than the procedure set forth in this Section; nor shall there be any "bumping" between Departments.

(d). Individuals hired to perform work for a limited duration on a referral basis from outside agencies who, at the time of a layoff, are working in a classification covered by this Agreement may be retained by the City during the period of the layoff until completion of the assigned project.

#7

HOURS OF WORK

Section 11.0. Normal Workweek and Workday. The normal workweek for all full time employees shall consist of thirty-seven and one-half (37-1/2)performed in a period of seven (7) consecutive days or forty (40) hours of work performed in a period of seven (7) consecutive days. The City may also establish a work schedule consisting of two (2) workweeks totaling eighty (80) hours of work performed in a period of fourteen (14)

OK

consecutive days. The normal workday for full time employees shall consist of seven and one-half (7-1/2), eight (8), or twelve (12) consecutive hours of work. The normal workweek and workday for regular part-time employees shall be established, and may be changed from time to time, by the City in accordance with its needs.

Section 11.1. Workweek and Workday Definitions. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the City of any number of hours per workday or per workweek for either full time or regular part-time employees. In lieu of using the Layoff Procedure set forth in Section 10.0, the City specifically reserves the right to proportionally reduce the number of hours per workday or per workweek on either a classification or on a bargaining unit-wide basis if operating or economic conditions warrant in its sole judgment. OK

Section 11.2. Scheduling. The City shall have the right to determine, establish, and modify scheduling and manpower requirements to meet its needs and the public it serves, including staggering starting and quitting times. It is expressly understood that work schedules may be changed whenever operating conditions or economic conditions warrant such change. OK

Section 11.3. Lunch Periods. Employees, other than those engaged in continuous operations within either the Public Safety or Utility Departments, shall receive an unpaid period of one-half (1/2) hour for the purpose of eating lunch. Individuals occupying a classification requiring continuous coverage within either the Public Safety or Utility Departments shall be permitted a paid lunch period of one-half (1/2) hour each workday; employees assigned to such continuous operations are expected to interrupt their lunch period whenever necessary to conduct the City's business. Lunch periods, regardless of Department, may be staggered to accommodate efficient operations. OK

Section 11.4. Rest Periods. Employees shall be allowed two (2) fifteen (15) minute paid rest periods each workday to be taken at times and places designated by the City. To permit continuous and efficient operation, rest periods may be staggered. OK

Section 11.5. Overtime and Premium Rates of Pay. #8

(a). Full time employees covered by this Agreement shall be paid at the rate of time and one-half (1-1/2) their straight time regular rate of pay for all hours actually worked in excess of forty (40) hours in any one (1) workweek.

(f). All paid but non-worked time will not count as "hours actually worked" for purposes of determining an employee's eligibility for overtime or premium pay under this or any other Section of this Agreement.

Section 11.9. Emergency Call-In. A full time employee who completes his regular schedule of work and is thereafter called back for emergency work after leaving his work location will be guaranteed work or pay in lieu thereof which will produce earnings equal to three hours of pay at his straight time hourly rate of pay. This Section shall not apply to employees who are called in to begin work prior to the beginning of their regular scheduled workday and who work continuously into that workday. The City may, at its discretion, assign such employees to any useful occupation.

LEAVES OF ABSENCE

Section 12.4. Bereavement Leave.

(a). Upon request, a nonprobationary full time employee will be granted a leave of absence, with pay, for up to five (5) working days when he would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family, provided the employee attends the funeral. For purposes of this subsection, the term "immediate family" is defined as including the employee's:

Current spouse
Children (natural or adopted or current step-children)
Parents (including current step-parents)

(b). A nonprobationary full time employee will be granted a leave of absence, with pay, for up to three (3) working days when he would otherwise have been scheduled to work to attend to matters involving the death of any of the following individuals, provided he attends the funeral:

Brother
Sister
Employee's natural Grandparents
Employee's natural Grandchildren
Parents of the employee's current spouse (including the current spouse's current step-parents)

(c). If any of the individuals named in subsection (b) actually reside in an employee's home, the time off work with pay permitted by this Section shall be increased to up to five (5) working days.

(d). Leaves granted under this Section shall commence on or following the date of death and end no later than the date of the funeral. An employee excused from work under this Section shall, after making written application, be paid the amount of wages he would have earned by working his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's current rate of pay, not including premiums.

HOLIDAYS

#10 Section 13.0. Holiday Eligibility.

(a). The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;

Section 13.1. Holiday Pay. All full time employees occupying a job classification covered by this Agreement who have completed sixty (60) calendar days of employment with the City shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays if they are regularly scheduled to work forty (40) hours each workweek or seven and one-half hours pay at their straight time rate of pay, exclusive of all premiums, if they are regularly scheduled to work thirty-seven and one-half (37-1/2) hours each workweek:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
December 24 (Whenever December 25 falls on Tuesday through Friday)
Christmas Day
December 31 (Whenever January 1 falls on Tuesday through Friday)

INSURANCE

Section 15.0. Hospitalization Insurance.

#11

(a). During the term of this Agreement, the City agrees to pay the required premiums for each full time employee occupying a classification covered by this Agreement who has completed sixty (60) days of employment with the City, including dependent coverage, under the City's Blue Cross/Blue Shield hospitalization insurance program, provided the employee is eligible and is otherwise insurable under the City's policy.

(b). Effective as soon as can be administratively arranged, the following changes shall be made to the City's hospitalization insurance program:

(1). The DRI-275 rider shall be added;

(2). The hospitalization insurance program shall be amended to exclude coverage for automobile injuries;

(3). The City shall have no obligation to pay additional premiums on an employee's behalf if the employee may be covered by an addition to coverage already afforded to the employee's spouse or other family member by the City;

(4). The prescription drug co-pay rider shall be increased from two dollars ($2.00) to five dollars ($5.00);

(5). The employee's deductible co-payment amounts shall be increased from the present $50/$100 level to $100/$200.

(6). The City shall absorb the cost of the hospitalization insurance premium insurance which became effective on April 1, 1990. All future hospitalization insurance premium increases occurring after April 1, 1990, whether for individual, two-person, or dependent coverage, shall be shared equally by the City and the employee(s) involved.

Section 15.1. Dental Insurance. During the term of this Agreement, the City shall pay the required premiums under its dental insurance program for each insurable full time employee occupying a classification covered by this Agreement who has completed sixty (60) days of employment with the City, including dependent coverage. This program shall include only Class I and Class II benefits.

Section 15.3. Term Life Insurance. During the term of this Agreement, the City will pay the required premiums for a term life insurance policy in the amount of ten thousand

dollars ($10,000.00) for each insurable, full time employee occupying a classification covered by this Agreement who has completed ~~sixty~~ (60) days of employment with the City.

Section 15.4. Selection of Insurance Carriers. The City reserves the right to select or change the insurance carriers providing the benefits stated in Sections 15.0 through Section 15.3, to be a self-insurer, either wholly or partially, with respect to such benefits, and to change the administrator of any such insurance program, provided the level of such benefits remains ~~substantially~~ the same.

Section 15.6. Continuation of Insurance Benefits. ~~There shall be~~ no liability on the part of the City for any insurance premium payment whatsoever for any employee who retires or is otherwise terminated, who is on layoff status or any type of leave of absence, beyond the month in which such leave of absence, retirement, termination, or layoff commences.

COMPENSATION

Section 17.2. Hourly Rates Effective July 6, 1990. Effective July 6, 1990, the following hourly rates shall become effective:

(a). 37-1/2 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.6535	5.3876	5.6566
	Bi-Weekly	349.02	404.07	424.25
	App. Annual	9,074.40	10,505.87	11,030.28
2	Hourly	4.8859	5.6566	5.9391
	Bi-Weekly	366.44	424.25	445.43
	App. Annual	9,527.52	11,030.28	11,581.22
3	Hourly	5.1315	5.9391	6.2362
	Bi-Weekly	384.86	445.43	467.72
	App. Annual	10,006.35	11,581.22	12,160.66
4	Hourly	5.3876	6.2362	6.5482
	Bi-Weekly	404.07	467.72	491.11
	App. Annual	10,505.87	12,160.66	12,769.04
5	Hourly	5.6566	6.5482	6.8762
	Bi-Weekly	424.25	491.11	515.71
	App. Annual	11,030.28	12,769.04	13,408.55

6	Hourly	5.9391	6.8762	7.2198
	Bi-Weekly	445.43	515.71	541.48
	App. Annual	11,581.22	13,408.55	14,078.59
7	Hourly	6.2362	7.2198	7.5802
	Bi-Weekly	467.72	541.48	568.52
	App. Annual	12,160.66	14,078.59	14,781.35
8	Hourly	6.5482	7.5802	7.9593
	Bi-Weekly	491.11	568.52	596.95
	App. Annual	12,769.04	14,781.35	15,520.69
9	Hourly	6.8762	7.9593	8.3571
	Bi-Weekly	515.71	596.95	626.79
	App. Annual	13,408.55	15,520.69	16,296.37
10	Hourly	7.2198	8.3571	8.7754
	Bi-Weekly	541.48	626.79	658.16
	App. Annual	14,078.59	16,293.37	17,112.02
11	Hourly	7.5802	8.7754	9.2145
	Bi-Weekly	568.52	658.16	691.09
	App. Annual	14,781.35	17,112.02	17,968.25
12	Hourly	7.9593	9.2145	9.6752
	Bi-Weekly	596.95	691.09	725.65
	App. Annual	15,520.69	17,968.25	18,866.54
13	Hourly	8.3571	9.6752	10.1580
	Bi-Weekly	626.79	725.65	761.85
	App. Annual	16,296.37	18,866.64	19,808.03
14	Hourly	8.7754	10.1580	10.6661
	Bi-Weekly	658.16	761.85	799.96
	App. Annual	17,112.02	19,808.03	20,798.82
15	Hourly	9.2145	10.6661	11.2000
	Bi-Weekly	691.09	799.96	840.01
	App. Annual	17,968.25	20,798.82	21,840.03
16	Hourly	9.6752	11.2000	11.7603
	Bi-Weekly	725.65	840.01	882.03
	App. Annual	18,866.64	21,840.03	22,932.65
17	Hourly	10.1580	11.7603	12.3494
	Bi-Weekly	761.85	882.03	926.21
	App. Annual	19,808.03	22,932.65	24,081.32

18	Hourly	10.6661	12.3494	12.9656
	Bi-Weekly	799.96	926.21	972.42
	App. Annual	20,798.82	24,081.32	25,283.00

(b). 40 and 80 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.3627	5.0509	5.3030
	Bi-Weekly	349.02	404.07	424.24
	App. Annual	9,074.35	10,505.9	11,030.15
2	Hourly	4.5806	5.3030	5.5679
	Bi-Weekly	366.45	424.24	445.43
	App. Annual	9,527.69	11,030.15	11,581.18
3	Hourly	4.8107	5.5679	5.8465
	Bi-Weekly	384.86	445.43	467.72
	App. Annual	10,006.30	11,581.18	12,160.70
4	Hourly	5.0509	5.8465	6.1390
	Bi-Weekly	404.07	467.72	491.12
	App. Annual	10,505.90	12,160.70	12,769.14
5	Hourly	5.3030	6.1390	6.4465
	Bi-Weekly	424.24	491.12	515.72
	App. Annual	11,030.15	12,769.14	13,408.64
6	Hourly	5.5679	6.4465	6.7685
	Bi-Weekly	445.43	515.72	541.48
	App. Annual	11,581.18	13,408.64	14,078.57
7	Hourly	5.8465	6.7685	7.1064
	Bi-Weekly	467.72	541.48	568.51
	App. Annual	12,160.70	14,078.57	14,781.27
8	Hourly	6.1390	7.1064	7.4619
	Bi-Weekly	491.12	568.51	596.96
	App. Annual	12,769.14	14,781.27	15,520.83
9	Hourly	6.4465	7.4619	7.8348
	Bi-Weekly	515.72	596.96	626.70
	App. Annual	13,408.64	15,520.83	16,296.38

10	Hourly	6.7685	7.8348	8.2269
	Bi-Weekly	541.48	626.79	658.15
	App. Annual	14,078.57	16,296.38	17,111.99
11	Hourly	7.1064	8.2269	8.6385
	Bi-Weekly	568.51	658.15	691.08
	App. Annual	14,781.27	17,111.99	17,968.09
12	Hourly	7.4619	8.6385	9.0705
	Bi-Weekly	596.96	691.08	725.64
	App. Annual	15,520.83	17,968.09	18,866.61
13	Hourly	7.8348	9.0705	9.5231
	Bi-Weekly	626.79	725.64	761.85
	App. Annual	16,296.38	18,866.61	19,807.99
14	Hourly	8.2269	9.5231	9.9993
	Bi-Weekly	658.15	761.85	799.95
	App. Annual	17,111.99	19,807.99	20,798.64
15	Hourly	8.6385	9.9993	10.5000
	Bi-Weekly	691.08	799.95	840.01
	App. Annual	17,968.09	20,798.64	21,840.06
16	Hourly	9.0705	10.5000	11.0252
	Bi-Weekly	725.64	840.01	882.02
	App. Annual	18,866.61	21,840.06	22,932.47
17	Hourly	9.5231	11.0252	11.5775
	Bi-Weekly	761.85	882.02	926.20
	App. Annual	19,807.99	22,932.47	24,081.21
18	Hourly	9.9993	11.5775	12.1553
	Bi-Weekly	799.95	926.20	972.42
	App. Annual	20,798.64	24,081.21	25,283.10

Section 17.3. Hourly Rates Effective July 5, 1991. Effective July 5, 1991, the following hourly rates shall become effective:

(a). 37-1/2 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.6535	5.3876	5.6566
	Bi-Weekly	349.02	404.07	424.25
	App. Annual	9,074.40	10,505.87	11,030.28

2	Hourly	4.8859	5.6566	5.9391
	Bi-Weekly	366.44	424.25	445.43
	App. Annual	9,527.52	11,030.28	11,581.22
3	Hourly	5.1315	5.9391	6.2362
	Bi-Weekly	384.86	445.43	467.72
	App. Annual	10,006.35	11,581.22	12,160.66
4	Hourly	5.3876	6.2362	6.5482
	Bi-Weekly	404.07	467.72	491.11
	App. Annual	10,505.87	12,160.66	12,769.04
5	Hourly	5.6566	6.5482	6.8762
	Bi-Weekly	424.25	491.11	515.71
	App. Annual	11,030.28	12,769.04	13,408.55
6	Hourly	5.9391	6.8762	7.2198
	Bi-Weekly	445.43	515.71	541.48
	App. Annual	11,581.22	13,408.55	14,078.59
7	Hourly	6.2362	7.2198	7.5802
	Bi-Weekly	467.72	541.48	568.52
	App. Annual	12,160.66	14,078.59	14,781.35
8	Hourly	6.5482	7.5802	7.9593
	Bi-Weekly	491.11	568.52	596.95
	App. Annual	12,769.04	14,781.35	15,520.69
9	Hourly	6.8762	7.9593	8.3571
	Bi-Weekly	515.71	596.95	626.79
	App. Annual	13,408.55	15,520.69	16,296.37
10	Hourly	7.2198	8.3571	8.7754
	Bi-Weekly	541.48	626.79	658.16
	App. Annual	14,078.59	16,293.37	17,112.02
11	Hourly	7.5802	8.7754	9.2145
	Bi-Weekly	568.52	658.16	691.09
	App. Annual	14,781.35	17,112.02	17,968.25
12	Hourly	7.9593	9.2145	9.6752
	Bi-Weekly	596.95	691.09	725.65
	App. Annual	15,520.69	17,968.25	18,866.54
13	Hourly	8.3571	9.6752	10.1580
	Bi-Weekly	626.79	725.65	761.85
	App. Annual	16,296.37	18,866.64	19,808.03

14	Hourly	8.7754	10.1580	10.6661
	Bi-Weekly	658.16	761.85	799.96
	App. Annual	17,112.02	19,808.03	20,798.82
15	Hourly	9.2145	10.6661	11.2000
	Bi-Weekly	691.09	799.96	840.01
	App. Annual	17,968.25	20,798.82	21,840.03
16	Hourly	9.6752	11.2000	11.7603
	Bi-Weekly	725.65	840.01	882.03
	App. Annual	18,866.64	21,840.03	22,932.65
17	Hourly	10.1580	11.7603	12.3494
	Bi-Weekly	761.85	882.03	926.21
	App. Annual	19,808.03	22,932.65	24,081.32
18	Hourly	10.6661	12.3494	12.9656
	Bi-Weekly	799.96	926.21	972.42
	App. Annual	20,798.82	24,081.32	25,283.00

(b). 40 and 80 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.3627	5.0509	5.3030
	Bi-Weekly	349.02	404.07	424.24
	App. Annual	9,074.35	10,505.9	11,030.15
2	Hourly	4.5806	5.3030	5.5679
	Bi-Weekly	366.45	424.24	445.43
	App. Annual	9,527.69	11,030.15	11,581.18
3	Hourly	4.8107	5.5679	5.8465
	Bi-Weekly	384.86	445.43	467.72
	App. Annual	10,006.30	11,581.18	12,160.70
4	Hourly	5.0509	5.8465	6.1390
	Bi-Weekly	404.07	467.72	491.12
	App. Annual	10,505.90	12,160.70	12,769.14
5	Hourly	5.3030	6.1390	6.4465
	Bi-Weekly	424.24	491.12	515.72
	App. Annual	11,030.15	12,769.14	13,408.64

6	Hourly	5.5679	6.4465	6.7685
	Bi-Weekly	445.43	515.72	541.48
	App. Annual	11,581.18	13,408.64	14,078.57
7	Hourly	5.8465	6.7685	7.1064
	Bi-Weekly	467.72	541.48	568.51
	App. Annual	12,160.70	14,078.57	14,781.27
8	Hourly	6.1390	7.1064	7.4619
	Bi-Weekly	491.12	568.51	596.96
	App. Annual	12,769.14	14,781.27	15,520.83
9	Hourly	6.4465	7.4619	7.8348
	Bi-Weekly	515.72	596.96	626.70
	App. Annual	13,408.64	15,520.83	16,296.38
10	Hourly	6.7685	7.8348	8.2269
	Bi-Weekly	541.48	626.79	658.15
	App. Annual	14,078.57	16,296.38	17,111.99
11	Hourly	7.1064	8.2269	8.6385
	Bi-Weekly	568.51	658.15	691.08
	App. Annual	14,781.27	17,111.99	17,968.09
12	Hourly	7.4619	8.6385	9.0705
	Bi-Weekly	596.96	691.08	725.64
	App. Annual	15,520.83	17,968.09	18,866.61
13	Hourly	7.8348	9.0705	9.5231
	Bi-Weekly	626.79	725.64	761.85
	App. Annual	16,296.38	18,866.61	19,807.99
14	Hourly	8.2269	9.5231	9.9993
	Bi-Weekly	658.15	761.85	799.95
	App. Annual	17,111.99	19,807.99	20,798.64
15	Hourly	8.6385	9.9993	10.5000
	Bi-Weekly	691.08	799.95	840.01
	App. Annual	17,968.09	20,798.64	21,840.06
16	Hourly	9.0705	10.5000	11.0252
	Bi-Weekly	725.64	840.01	882.02
	App. Annual	18,866.61	21,840.06	22,932.47
17	Hourly	9.5231	11.0252	11.5775
	Bi-Weekly	761.85	882.02	926.20
	App. Annual	19,807.99	22,932.47	24,081.21

18	Hourly	9.9993	11.5775	12.1553
	Bi-Weekly	799.95	926.20	972.42
	App. Annual	20,798.64	24,081.21	25,283.10

#14 Section 17.5. Longevity.

(a). As soon as can be administratively arranged, the present program of longevity benefits shall be eliminated. No further longevity payments shall be made by the City except those payments to "red-circled" employees set forth in subsection (b) of this Section.

(b). For those employees included within the collective bargaining unit set forth in Section 1.0 who had completed five (5) or more years of service with the City as of April 1, 1990, their completed years of service with the City will be "red-circled" as of April 1, 1990 and longevity payments will be made annually on the following basis:

(1). The employee's April 1, 1990 hourly rate will be multiplied by the hours of longevity pay figure stated in the following table. The product of this calculation will be the employee's annual longevity payment. This calculation will be carried out to two (2) decimal points without any subsequent "rounding off," either upward or downward.

Years of Service As of April 1, 1990	Hours of Longevity Pay (40 and 80 Hour Schedules)	Hours of Longevity Pay (37-1/2 Hour Workweek)
5	52	48.75
10	104	97.50
15	156	146.25
20	208	195.00

(2). To be entitled to the longevity payment set forth in this subsection, an individual must actually be employed by the City on July 1st of each year. The longevity payment for "red-circled" employees will be paid in the first (1st) full pay period on or after October 1st of each year. In the initial implementation of this Section, all prior longevity payments received by an employee will be deducted from the July 1, 1990 payment. On termination of employment, no pro rata benefit

will be given to an employee for the period from the preceding July 1st determination date to the date of his termination.

Section 17.6. Temporary Transfers. The City shall have the right to temporarily transfer employees from one (1) classification to another classification. If an employee is temporarily transferred to a classification for which the hourly rate is lower than the hourly rate for his regular classification, his hourly rate of pay shall not be changed. If an employee is temporarily transferred to a classification for which the hourly rate is higher than the hourly rate for his classification, he shall receive twenty-five cents ($0.25) per hour in addition to his regular hourly rate of pay, provided he works at least eight (8) hours in the transferred classification.

MISCELLANEOUS

Section 18.7. New Classifications. Whenever the City establishes a new classification within the collective bargaining unit set forth in Section 1.0, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ~~fifteen~~ (15) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the City within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the City and the Union shall meet within thirty (30) calendar days to negotiate any changes which might be required.

Section 18.9. Part-time Employees.

~~(a). Regularly scheduled part-time employees shall be included within the bargaining unit covered by this Agreement. All other part-time employees shall be excluded from the bargaining unit covered by this Agreement.~~

(b). For purposes of all disciplinary action, including discharge, part-time employees included within the bargaining unit shall be considered to be on probationary status and, as such, may be disciplined, terminated, or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure.

(c). Part-time employees included within the bargaining unit shall not accrue seniority under this Agreement for any purpose.

(d). Part-time employees included within the bargaining unit shall receive no fringe benefits whatsoever under this Agreement except those specifically mandated by State or Federal law.

#18

Section 18.15. Subcontracting. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the City agrees that no work or services presently performed or assigned to any classification within the collective bargaining unit covered by this Agreement will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other person or non-unit employees if it would cause a layoff of any of the present employees in the bargaining unit at the date of this Agreement is ratified by both parties. The prohibitions contained in this Section shall not apply if the determination to engage in subcontracting was due to the allocation or reallocation of the City's financial resources; for reasons of economy: the level of funding available to the City: the unavailability of trained employees, machines, or equipment within the bargaining unit to perform the required work; or the need to improve the efficiency of the operations subcontracted.

plus Add =

APPENDIX "B"

City of Benton Harbor
Proposed Exhibit 2

Tabled 9-12-90

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.

The parties recognize that the interest of the community and job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representative(s) at all levels and among all employees.

[August 3, 1990]

THIS AGREEMENT, executed this ____ day of _____, 1990, effective the ____ day of _____, 1990, by and between THE CITY OF BENTON HARBOR, hereafter referred to as the "City," and the BENTON HARBOR EMPLOYEES LOCAL 1433 and MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, together hereafter referred to as the "Union."
[August 28, 1990]

RECOGNITION

Section 1.0. Collective Bargaining Unit. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the City who are included in the following bargaining unit:
[August 27, 1990]

> All full time and regular part-time employees of the City of Benton Harbor, BUT EXCLUDING all law enforcement officers employed by the City's Police Department, all Firefighters employed by the City's Fire Department, all elected officials, co-opt student employees, temporary and seasonal employees, confidential employees, executives and supervisors, Cemetery Board employees, Library Board employees, Housing Authority employees, and employees of the Twin Cities Area Transportation Board (Dial-A-Ride).
> [August 27, 1990, *modified* September 11,1990]

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The City agrees to recognize not more than four (4) individuals to act as a Collective Bargaining Committee. Three (3) members of this Committee shall be nonprobationary employees covered by this Agreement. One (1) employee member of the Collective Bargaining Committee shall be the Local Union President. The remaining member of the Union's Collective Bargaining Committee shall be a Staff Representative of Council 25 or another representative determined by Council 25. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of conducting collective bargaining negotiations with the City. Employee members of the Collective Bargaining Committee shall be compensated at their straight time rate of pay for all time actually lost from work during collective bargaining negotiations with the City.
[August 27, 1990]

Section 2.1. Grievance Representatives.

(a). The City hereby agrees to recognize the Local Union President, the Chief Steward and three (3) additional Stewards, each of whom shall be a nonprobationary employee covered by this Agreement. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

[August 27, 1990]

(b). The Union agrees that the Local Union President and all Stewards recognized under this Agreement will continue to perform their regularly assigned duties and that their responsibilities as Union representatives will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the City. If it is necessary for such a representative to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. Upon entering any work area other than their own, such representatives shall notify the immediate supervisor in that work area of his presence and purpose. In the event it is necessary for such a representative to remain on his job after a request to handle a grievance is made, he shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

[August 27, 1990]

(c). All Stewards and the Local Union President shall be expected to record all time spent performing their functions under this Agreement on a form designated by the City for that purpose and shall report to their immediate supervisor upon return to their regularly assigned duties.

[August 27, 1990]

(d). The City agrees to compensate the Local Union President and all Stewards recognized under this Agreement at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure.

[August 27, 1990]

Section 2.2. Identification of Representatives. Each party to this Agreement will furnish the other in writing with the names of all their officials responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that

they both may at all times be advised as to the authority of individual representatives with whom they may be dealing.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

UNION SECURITY

Section 3.0. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the execution of this Agreement or thirty (30) days following the beginning of their employment, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equal to their fair share of the costs of negotiating and administering this Agreement but which shall not exceed the Union's periodic monthly dues.

[August 27. 1990]

Section 3.1. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally in the costs of administering and negotiating this Agreement. Subject to Section 3.0, all employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

[August 27, 1990]

Section 3.2. Payroll Deduction for Union Dues or Service Fees.

(a). During the term of this Agreement, the City agrees to deduct or cause to be deducted periodic monthly Union membership dues and initiation fees uniformly levied in accordance with the Constitution and the By-Laws of the Union or the service fee equivalent to the periodic monthly dues uniformly required of all Union members from each employee covered by this Agreement who executes and files with the City a proper checkoff authorization form.

[August 27, 1990]

(b). Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the City.

[August 27, 1990]

(c). Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section. The following authorization forms shall be used exclusively:

[Reproduce dues checkoff forms in Agreement]
[August 27, 1990]

(d). A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members are to be deducted hereunder shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the City.
[August 27, 1990]

(e). All authorizations filed with the City on or before the first (1st) day of the month shall become effective the second (2nd) pay period of that month, provided the employee has sufficient net earnings to cover the Union dues or service fees, whichever is applicable. An authorization filed thereafter shall become effective with the second (2nd) pay period of the following month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than five (5) days following the second (2nd) pay period.
[August 27, 1990]

(f). In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws or this Agreement, refunds to the employee will be made by the Union.
[August 27, 1990]

(g). The Union shall notify the City in writing of the proper amount of Union membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members and any subsequent changes in such amounts. The City agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee.
[August 27, 1990]

(h). The City shall not be responsible for deducting dues, initiation fees, or payment of the service fee equivalent to the periodic monthly dues required of all Union members after an employee's employment relationship has been terminated or while an employee is on an unpaid leave of absence or layoff status.

[August 27, 1990]

(i). The City shall not be liable to the Union or its members for any membership dues, initiation fees, or the service fee equivalent to the periodic monthly dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.

[August 27, 1990]

(j). The City's sole obligation under this Section is limited to deduction of dues and initiation fees and, where applicable, service fees. If the City erroneously fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error and its earlier failure to do so shall not result in any financial obligation whatsoever.

[August 27, 1990]

Section 3.3. Hold Harmless. The Union shall indemnify, defend, and save the City and its public officials, officers, employees and agents harmless against any and all claims, suits, or other forms of liability arising out of the deduction of initiation fees, Union membership dues, or service fees pursuant to Section 3.2 or by reason of action taken by the City pursuant to Section 3.1.

[August 27, 1990]

MANAGEMENT RIGHTS

Section 4.0. Rights.

(a). It is understood and hereby agreed that the City reserves and retains, solely and exclusively, its inherent and customary rights, powers, and authority to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work; to construct new facilities or to improve existing facilities; to hire and reduce or increase the size of the work force; to adopt, modify, or amend its budget or any appropriation; to discontinue, combine, or reorganize any part or all of its operations; to study and use improved methods and equipment to perform City services, and

in all respects to carry out the ordinary and customary functions of management. None of the rights set forth in this subsection shall be subject to challenge under the Grievance and Arbitration Procedures of this Agreement or otherwise.

[September 12, 1990]

(b). The City shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to use outside assistance, employees or otherwise, either in or out of the City's facilities to perform City services; to establish and change work schedules; to direct and control operations; to maintain order; to provide and assign relief personnel and to continue and maintain its operations as in the past. Alleged violations of a specific provision of this Agreement by the City's exercise of the rights set forth in this subsection shall be subject to the Grievance and Arbitration Procedures of this Agreement.

[September 12, 1990]

(c). The City hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under applicable Michigan and Federal law or any other national, state, county, district, or local law or regulation as they pertain to the City. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall not be subject to review by means of the Grievance and Arbitration Procedure set forth in this Agreement or otherwise, except as abridged by this Agreement.

[September 12, 1990]

GRIEVANCE PROCEDURE

Section 5.0. Definition of Grievance. For purposes of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement as written. Employees or the Union shall have the right to file grievances under the procedures established in this Agreement. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, no later than Step 3 of the Grievance Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named. The term "grievance" shall not include any claim made under the City's Retirement Plan or any contract of insurance.

[August 28, 1990]

Section 5.1. Grievance Procedure. The exclusive method for resolving all grievances arising under this Agreement shall be as follows:

[August 28, 1990]

(a). Step 1. An employee with a grievance shall, within seven (7) days of the occurrence which gave rise to the grievance or within seven (7) days of the date the employee first reasonably should have known of the events which gave rise to the grievance, discuss it with his immediate supervisor with the object of resolving the matter informally. If requested, a Steward may be present.

[August 28, 1990]

(b). Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, setting forth the facts and specific provisions of this Agreement alleged to have been violated, signed by the aggrieved employee, and, within five (5) days following the verbal discussion in Step 1, presented to the Department Head involved if that Department Head was not the immediate supervisor involved in Step 1. If the immediate supervisor in Step 1 was the Department Head, the grievance shall be presented to the City Manager or his designee. The Department Head, City Manager or his designee, whichever is appropriate, shall meet with the Chief Steward at a mutually agreeable date and time to discuss the grievance. If mutually agreeable, either party may have non-employee representatives present if desired. The City shall place its written disposition upon the grievance and return it to the Chief Steward or the employee involved within five (5) days following the meeting with the City's representative at this Step.

[August 28, 1990]

(c). Step 3. If a grievance has not been resolved by the foregoing procedures, it may be appealed to this Step by delivering to the City Manager a written request for a meeting concerning the grievance within five (5) days following receipt by the Local Union President or the employee involved of the City's written answer in Step 2. Within ten (10) days after the grievance has been appealed to this Step, a meeting shall be held between representatives of the City and Union. The City's representative shall be the City Manager or his designee. The Union's representative shall be the Local Union President. Either party may have nonemployee representatives present if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. Within fifteen (15) days after the meeting, the City Manager or his designee shall give his written answer to the grievance to the Local Union President.

[August 28, 1990]

Section 5.2. Expedited Disciplinary Grievances.

(a). Should a nonprobationary employee who has been given a disciplinary suspension or who has been discharged consider such discipline to be improper, a written grievance may, within five (5) days following the date such discipline is imposed, be filed at Step 3 of the Grievance Procedure. The parties shall meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. The City's representative shall be the City Manager or his designee. The Union's representative shall be the Local Union President. Either party may have nonemployee representatives present, if desired. The discharged or suspended individual may also be present if either party so desires. Within fifteen (15) days following the meeting, the City shall signify in writing its final response to the grievance.

[August 28, 1990]

(b). All grievances relating to the disciplinary suspension or discharge of a nonprobationary employee must be presented within the time limits contained in this Section. Any grievance which is not presented within these time limits shall be considered abandoned. All other disciplinary grievances shall follow the normal Grievance Procedure.

[August 28, 1990]

Section 5.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or fails to advance it to the next Step in a timely manner, it shall be considered resolved on the basis of the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next Step. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension request is reduced to writing and the period of the extension is specified.

[April 6, 1990; August 27, 1990]

Section 5.4. Time Computation. Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance and Arbitration Procedures.

[April 6, 1990; August 27, 1990, *modified* August 28, 1990]

Section 5.5. Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court

action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the City and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the City. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

[August 28, 1990]

Section 5.6. Grievance Form. The grievance form has been mutually agreed upon by the City and the Union.

[August 28, 1990]

Section 5.7. Lost Time. The City agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while presenting a grievance pursuant to the Grievance Procedure. Lost time shall be compensated at the employee's straight time regular rate of pay.

[August 28, 1990]

Section 5.8. Grievance Election. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employees who may come within the provisions of any legislative enactment entitling an employee to a preference in employment or any other mechanism which establishes a procedure whereby the employee may challenge the City's determinations regarding the employee's employment status will be required to, no later than Step 2 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the City's determination. If the employee elects to pursue his legislative remedy, any grievance concerning the City's employment determination shall be considered withdrawn by the Union. Further, the parties agree that all previous or current City Civil Service provisions shall be not be applicable to any employee, whether probationary or nonprobationary, covered by this Agreement; such employees may not elect to use either any prior or current City Civil Service system in lieu of the Grievance Procedure set forth in this Agreement.

[August 28, 1990]

ARBITRATION

Section 6.0. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice to the City Manager of its intent to arbitrate within fifteen (15) days following receipt of the City's disposition at Step 3. If the City fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the City Manager in writing no later than fifteen (15) days following the date the City's Step 3 answer was otherwise due. If arbitration is not requested within these time limits, the matter shall be considered withdrawn by the Union.
[August 28, 1990]

Section 6.1. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties shall select by mutual agreement one (1) Arbitrator who shall decide the matter. If the parties are unable to agree upon an Arbitrator, the Arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the Arbitrator, whose fees and expenses shall be paid by the loser named by the Arbitrator. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.
[September 12, 1990]

Section 6.2. Arbitrator's Jurisdiction. The Arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision. The Arbitrator shall not be empowered to award back wages to any date prior to the date upon which a grievance was presented in writing to the City. In the case of an omission in computation resulting in a pay shortage of which the employee would not have been made aware before receiving his paycheck, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed before the second (2nd) paycheck after the employee knew or should have known of such omission. Further, no claim for back wages under this Agreement shall exceed the amount of earnings the employee would have otherwise earned by working for the City less any and all compensation the employee received from any interim employment and any unemployment compensation received by the employee.
[August 28, 1990]

Section 6.3. Arbitrator's Decision. The decision of the Arbitrator shall be final and binding on all parties and they agree to abide by the same, provided the Arbitrator's decision has been rendered in conformity with the jurisdiction granted to him by this Agreement.
[August 28, 1990]

DISCIPLINE

Section 7.0. Rules. Except as specifically limited by this Agreement, the City shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the City, so long as they do not expressly conflict with the specific terms of this Agreement. A copy of any changes, additions, or deletions to existing rules shall be given to the Local Union President when promulgated.

[August 28, 1990]

Section 7.1. Discharges and Suspensions. A nonprobationary employee who fails to observe the City's rules and regulations or fails to observe other conduct reasonably and customarily expected of employees shall be subject to disciplinary action, up to and including discharge for just cause as if such rules and regulations were set forth in this Agreement. A statement of the reasons for the City's disciplinary action shall be given to the employee involved and to the Local Union President. The provisions of this Section shall terminate simultaneously with the expiration date of this Agreement.

[August 28, 1990]

Section 7.2. Leaving Premises Upon Discharge or Suspension. A discharged or suspended nonprobationary employee will be allowed to discuss the discharge or suspension with the Local Union President and the City will make available an area where this may be done in private before the employee is required to leave the property of the City.

[August 27, 1990]

NO STRIKE - NO LOCKOUT

Section 8.2. No Lockout. During the term of this Agreement, the City, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 8.0 agrees not to lock out any employees covered by this Agreement.

[August 27, 1990]

SENIORITY

Section 9.1. Probationary Period. All new full time employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the City of Benton Harbor, after which time their seniority shall relate back to their last date of hire. Until an employee has completed his

probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures. There shall be no seniority among probationary employees.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 9.2. Seniority and Benefit Accumulation. All nonprobationary employees covered by this Agreement shall continue to accumulate seniority for all purposes, including benefits, while on leaves of absence or layoffs of sixty (60) calendar days or less. Unless otherwise specifically stated to the contrary in another Section of this Agreement, employees shall not continue to accumulate seniority for any purpose, including benefits, on any leave of absence or layoff lasting in excess of sixty (60) calendar days. Upon return from a leave of absence or layoff lasting longer than sixty (60) calendar days, an employee's seniority date and eligibility dates for all benefits will be adjusted forward to take into account the length of the employee's absence, provided, however, the employee shall be given credit on his seniority and benefit eligibility dates for the first (1st) sixty (60) days of his absence.

[August 28, 1990]

Section 9.3. Loss of Seniority.

(a). If he quits or retires;

[August 28, 1990]

(b). If he is terminated or discharged;

[August 28, 1990]

(c). If he is absent from work for three (3) consecutive working days, unless an acceptable excuse is presented;

[August 28, 1990]

(d). If he fails for three (3) consecutive working days to notify the City that he will not be reporting for work, unless an acceptable excuse is presented;

[August 28, 1990]

(e). If he fails to return on the required date following a disciplinary layoff, unless an acceptable excuse is presented;

[August 28, 1990]

(f). If he fails to report for work within five (5) working days following the report to work date set forth in the notice of recall;

[August 28, 1990]

(g). If he fails to inform the City within three (3) working days following receipt of notification of recall from layoff status that he intends to return to work for the City;

[August 28, 1990]

(h). If he makes an intentionally false and material statement on his employment application or on an application for leave of absence and the statement remains material to his continued employment;

[August 28, 1990]

Section 9.4. Transfer to Nonbargaining Unit Position. If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a nonbargaining unit position with the City, he shall retain his seniority as of the date of the transfer or promotion and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the nonbargaining unit position. During the first (1st) six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the City may demote the employee to his former classification or the employee may request in writing to be relieved of his new position and he shall then be returned to his former classification. The City reserves the right to determine all conditions of employment for nonbargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his seniority shall be reinstated upon the date of his return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of one (1) year, his bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with seniority.

[August 27, 1990]

Section 9.5. Seniority List. The City agrees to post a current seniority list every six (6) months and to furnish a copy to the Local Union President. The list shall contain the names of all nonprobationary bargaining unit personnel, their classification, and their last date of hire arranged in reverse chronological order. Employees who commenced work on the same date shall be placed on the seniority list in reverse order of the last four (4) digits of their Social Security number. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a protest has been filed within ten (10) days following the date the seniority list was furnished to the Union.

[August 28, 1990]

LAYOFF AND RECALL

Section 10.0. Layoff Procedure. The City may layoff employees whenever it deems such action to be necessary. Whenever such a reduction within the bargaining unit covered by this Agreement occurs, the following procedure shall be utilized:

[August 28, 1990]

(a). Layoffs shall take place on a classification basis within the Department(s) affected. The first employees to be laid off within the affected classifications in a Department shall be probationary employees. Thereafter, all part-time employees working within an affected classification in an affected Department shall be laid off before any full time nonprobationary employee working in that classification is laid off. Further layoffs in the affected classifications shall be among those remaining full time employees with the least amount of seniority, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform efficiently the remaining required work.

[August 28, 1990]

Section 10.1. Notification of Layoff. Whenever possible, the City agrees to give seven (7) calendar days advance notification of layoff by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Local Union President. Whenever possible, the notification shall state the anticipated duration of the layoff.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 10.2. Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications affected by the recall, provided, however, the employee returned to work must be able to perform the required work and must not have lost his recall rights pursuant to Section 9.3.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 10.3. Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Local Union President. The notice shall set forth the date the recalled employee is expected to return to work.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

HOURS OF WORK

Section 11.5. Overtime and Premium Rates of Pay.

(b). Full time employees covered by this Agreement shall be paid at the rate of time and one-half (1-1/2) their straight time regular rate of pay for all hours actually worked on their sixth (6th) consecutive workday.
[September 11, 1990]

(c). Full time employees covered by this Agreement shall be paid at time and one-half (1-1/2) their straight time regular rate of pay, plus holiday pay, if applicable, for all hours actually worked on the following recognized holidays:

Martin Luther King's Birthday
President's Day
Good Friday
Veteran's Day
December 31st
[September 11, 1990]

(d). Full time employees covered by this Agreement shall be paid at two (2) times their straight time regular rate of pay for all hours actually worked on their seventh (7th) consecutive workday.
[September 11, 1990]

(e). Full time employees covered by this Agreement shall be paid at two (2) times their straight time regular rate of pay, plus holiday pay, if applicable, for all hours actually worked on the following holidays:

January 1st
Memorial Day
July 4th
Labor Day
Thanksgiving Day
December 24th
December 25th
[September 11, 1990]

Section 11.6. No Duplication or Pyramiding of Premium or Overtime Rates. There shall be no duplication or pyramiding of the overtime or premium rates set forth in any Section of this Agreement with any other Section of this Agreement.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 11.7. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the employee's immediate supervisor.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 11.8. Scheduled Overtime Distribution. When overtime work is scheduled, the City will endeavor to give the employees involved reasonable advance notice, and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same job classification, crew or location where the overtime work occurs, except when the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime, and may bc performed by the employees who were per forming this specific job immediately prior to the occurrence of the overtime period.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

LEAVES OF ABSENCE

Section 12.0. Procedure for Requesting Leaves. Employees shall be eligible to apply for leaves of absence after one (1) year of employment with the City. Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence or any extension request shall be furnished to the employee in writing by his Department Head. Any request for an extension of a leave of absence must be submitted in writing to the City at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.1. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the City. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.2. Early Returns from Leave. There shall be no obligation on the part of the City to provide work prior to the expiration of any leave of absence granted under this Agreement.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.3. Active Military Leave. Any full time and nonprobationary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for the period of his initial enlistment or induction but not to exceed four (4) years plus one (1) additional year for voluntary extension if this service is at the request and convenience of the Government, plus any involuntary service. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes provided he has not been dishonorably discharged; is qualified to perform, in the opinion of the City's doctor, the work in his former classification; reports for work within ninety (90) days from the date he was discharged or separated from military service. Upon reemployment, such individuals shall be entitled to any other benefits set forth in this Agreement provided they satisfy the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the City in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the City. All benefits such as insurance or vacation shall cease immediately upon the employee's separation from employment.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.5. Jury Duty. Any full time nonprobationary employee included within the bargaining unit shall be granted a leave of absence with pay for a maximum of thirty (30) workdays in any one (1) calendar year when he is required to report for jury duty. In order to receive jury duty pay, an employee must: (1) give the City Manager and his immediate supervisor advance notice of the time he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the Court on the day he claims such pay; and (3) return to work for the remainder of the workday if such service is completed prior to the end of his workday. For each day that an employee serves as a juror when he otherwise would have worked, he shall be paid the difference between any jury duty compensation he receives and his straight time regular wages for time necessarily spent in jury service on the next regularly scheduled pay day after endorsing the jury duty check to the City, with the exception of those funds allocated for mileage. Full time employees shall have their probationary periods extended by the length of time they are on jury duty leave.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.6. Medical Leaves.

(a). Employees requesting a medical leave for sickness or injury or a continuation of a medical leave may be required to present proof of illness from a qualified medical practitioner showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capabilities to perform his job, the City may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on a medical leave of absence. The City may require as a condition of any medical leave, regardless of duration, proof of illness from a qualified medical practitioner setting forth the reasons for the leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing such a leave.

[August 28, 1990]

(b). An employee returning from a leave of absence of any kind may be required to furnish a physician's statement as to the employee's physical condition and the physician's opinion as to the employee's ability to carry on his duties in a normal fashion. If the employee's condition would interfere with the performance of his duties or might result in injury while working or might result in aggravating the condition, the City may refuse reemployment or may place reasonable conditions on reemployment. The City may require employees returning from any leave to see a physician designated by the City.

[August 28, 1990]

(c). Leaves of absence for a disability related to pregnancy shall be treated as any other medical leave under this Agreement.

[August 28, 1990]

Section 12.7. Paid Personal Day.

(a). All full time employees covered by this Agreement shall be permitted one (1) personal day with pay each fiscal year once they have completed one (1) year's service;

[August 28, 1990]

(b). Personal days shall be credited to full time employees on July 1st of each year. Employees who use personal days in advance of the July 1 determination date shall be required to repay the City for those dates upon termination and the City is authorized by this Agreement to deduct from the final pay of any such terminating employee those monetary amounts attributable to the advance use of a personal day or days;

[August 28, 1990]

(c). All requests for a personal day shall be made to the employee's immediate supervisor forty-eight (48) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the City;

[August 28, 1990]

(d). The use of a personal day shall be in only the increments specified in this subsection. No employee shall be permitted to divide a personal day into any increment less than one-half (1/2) of their regularly scheduled workday;

[August 28, 1990]

(e). Personal days do not accumulate from year to year. Further, unused personal days have no monetary value upon separation from employment for any reason;

[August 28, 1990]

(f). Nothing in this Section shall be construed to absolve an employee of his responsibility to comply with the required procedures concerning prior notification of absence from work.

[August 28, 1990]

Section ____. Paid Sick Leave. Full time employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

[September 12, 1990]

(a). Upon completion of six (6) months employment with the City, each full time employee shall be credited with three (3) days of sick leave and will thereafter accumulate additional sick leave at the rate of one-half (1/2) day for each completed full month of employment, up to a maximum of six (6) days. Unused paid sick leave credits will not accumulate from year-to-year.

[September 12, 1990]

(b). A full time employee shall be considered to have completed a full month of employment for purposes of this Section if:

[September 12, 1990]

(1). the employee has received pay for sixteen (16) full workdays in a month which has twenty (20) workdays;
[September 12, 1990]

(2). or, the employee has received pay for seventeen (17) full workdays in a month which has twenty-one (21) workdays;
[September 12, 1990]

(3). or, the employee has received pay for eighteen (18) full workdays in a month which has twenty-two (22) workdays;
[September 12, 1990]

In determining the number of workdays attributable to a particular month, the City shall use the work schedule for employees regularly scheduled to work forty (40) hours in a workweek. New employees shall start to accrue paid sick leave on the first (1st) day of the calendar month nearest to their starting date of employment, provided they have satisfied all other conditions set forth in this subsection.
[September 12, 1990]

(c). For full time employees regularly scheduled to work thirty-seven and one-half (37-1/2) hours per week, one (1) day of sick leave shall be equal to seven and one-half (7-1/2) hours at the employee's straight time regular rate of pay, exclusive of all premiums, at the time he utilizes such paid sick leave. For all full time employees who are regularly scheduled to perform forty (40) hours of work each workweek or who are regularly scheduled to perform eighty (80) hours of work within a period of fourteen (14) consecutive calendar days, one day of sick leave shall be equal to eight (8) hours at the employee's straight time regular rate of pay, exclusive of all premiums, at the time he utilizes such paid sick leave.
[September 12, 1990]

(d). An employee may utilize his sick leave allowance pursuant to the City's established procedures when he is incapacitated for the performance of his duties due to illness or injury. Paid sick leave may also be used for scheduled appointments with a licensed medical practitioner or dentist.
[September 12, 1990}

(e). An employee who desires to utilize paid sick leave shall inform his Department Head of the fact and reason thereof within the first (1st) hour

of the employee's scheduled shift. Failure to do so shall be cause for denial of pay for the period of absence for which such notification was not given.
[September 12, 1990]

(f). Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages.
[September 12, 1990]

(g). Sick leave benefits may not be taken in units of less than one-half (1/2) day.
[September 12, 1990]

(h). Employees utilizing paid sick leave remain subject to the conditions applicable to any medical leave of absence as set forth in Section 12.6 of this Agreement.
[September 12, 1990]

(i). To implement the provisions of this Section, the City shall, as soon as administratively possible following ratification of this Agreement by both parties, all accumulated and unused sick leave banks shall be canceled. Employees covered by this Agreement who remain employed by the City on the date of its ratification by both parties will, on a "one time basis," be paid for their previously accumulated and unused paid sick leave days in accordance with the following terms:
[September 12, 1990]

(1). The City shall determine the number of previously accumulated and unused paid sick leave hours for each employee covered by this Agreement. This number shall be arrived at by multiplying the total number of accumulated and unused paid sick leave "days" credited to an employee as of October 1, 1990 by the number of hours applicable to the employee's normal workday schedule as of October 1, 1990 and then dividing the product of that multiplication by two (2). The maximum number of "days" which will be used in this calculation shall be one hundred and twenty (120). Each of these calculations shall be carried out to two (2) decimal points without any subsequent "rounding off," either upward or downward.
[September 12, 1990]

(2). Once the number of accumulated and unused paid sick leave hours has been determined, such hours shall be converted into cash by multiplying that number by the applicable percentage found in the following table and then multiplying the resulting figure by the employee's straight time regular rate of pay as of October 1, 1990. Each of these calculations shall be carried out to two (2) decimal points without any subsequent "rounding off," either upward or downward.

[September 12, 1990]

Percentage	Seniority Required
33-1/3%	1
50%	14
75%	19
100%	24

[September 12, 1990]

(3). For those employees hired prior to July 1, 1975, and who have less than twenty-four (24) years seniority, the number of determined accumulated and unused sick leave hours shall be converted into cash by multiplying one-half (1/2) of that number by seventy-five percent (75%) and the remaining one-half (1/2) of such hours by one hundred percent (100%). The resulting figure will be multiplied by the employee's straight-time regular rate of pay as of October 1, 1990. Each of these calculations shall be carried out to two (2) decimal points without any subsequent "rounding off," either upward or downward.

[September 12, 1990, *subject to the Union's review of language*] OK

(4). For the purpose of computing the seniority required under item (2) of this subsection, any fractional part of a year equal to or greater than six (6) months shall be considered a year. Any fractional part of a year with less than six (6) months shall be disregarded.

[September 12, 1990, *subject to the Union's review of language*] OK

(5). The payments called for by this subsection shall not be included in an employee's final average compensation under the City's Retirement Plan.
[September 12, 1990]

(6). The payments called for by this subsection shall be made in the first (1st) full pay period following April 1, 1991.
[September 12, 1990]

Although the Union has tentatively agreed to this Section with regard to full time employee, it does not agree that it should be inapplicable to part-time employees.

Section 12.8. Personal Leave. Full time nonprobationary employees may be granted, in the sole discretion of the City Manager or his designated representative, an unpaid personal leave of absence for good cause shown in writing.
[September 12, 1990]

Section ____. Prolonged Family Illness. Full time nonprobationary employees shall be granted a leave of absence without pay for a period not to exceed six (6) months for a prolonged illness in the employee's family. The request for such a leave shall be supported by a statement by a physician certifying the need for the absence from work. For purposes of this Section, an employee's family shall be defined as the employee's spouse, son, daughter, mother or father.
[September 12, 1990, *subject to the Union's review of language and the Union's objection regarding the inapplicability of the Section to part-time employees*]

Section 12.9. Reserve Training Leave. A full time nonprobationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted unpaid leave for this purpose. Reserve training leave shall be in addition to any vacation time to which the employee may be entitled, but vacation leave may not be scheduled consecutively with reserve training leave unless the City Manager gives prior approval. An employee must submit to his immediate supervisor and the City Manager a copy of his order to report for reserve training prior to such leave being granted.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 12.10. Union Business Leaves. Members of the Union elected to attend functions of the International Union such as conventions, or educational conference, shall be allowed time off without pay to attend such conferences and/or conventions, provided two (2)

weeks advance notice is given to the City. The total cumulative time allowed shall be no more than eighty (80) hours in any one calendar year.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

HOLIDAYS

Section 13.0. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

[September 11, 1990]

(b). The employee must work his scheduled hours on the City's last scheduled workday before the holiday and his scheduled hours on the City's first scheduled workday after the holiday, provided, however, that holidays falling within an employee's regularly scheduled vacation shall be paid but no additional time off will be allowed;

[September 11, 1990]

(c). An employee who agrees to work on a holiday but who fails to report for work shall not be entitled to holiday pay;

[September 11, 1990]

(d). The employee must not be on leave of absence or on a layoff status;

[September 11, 1990]

(e). The employee must not be on a disciplinary suspension.

[September 11, 1990]

Section 13.2. Holiday Celebration. If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. For employees employed in City Departments which are engaged in continuous operations the actual date of the holiday will be observed.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

VACATIONS

Section 14.0. Vacation Benefit.

(a). All full time employees regularly scheduled to perform forty (40) hours of work each workweek or who are regularly scheduled to perform eighty (80) hours of work within a period of fourteen (14) consecutive calendar days who are covered by this Agreement and who have the required seniority on their anniversary date of hire each year shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

Seniority Required	Maximum Hours Pay Accrued Annually	Maximum Work Days Off Accrued Annually
One (1) Year	112.00	14
Five (5) Years	128.00	16
Ten (10) Years	144.00	18
Fifteen (15) Years	160.00	20
Twenty (20) Years	240.00	30

[September 12, 1990]

(b). All full time employees regularly scheduled to perform thirty-seven and one-half (37-1/2) hours of work each workweek who are covered by this Agreement and who have the required seniority on their anniversary date of hire each year shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

Seniority Required	Maximum Hours Pay Accrued Annually	Maximum Work Days Off Accrued Annually
One (1) Year	105.00	14
Five (5) Years	120.00	16
Ten (10) Years	135.00	18

Fifteen (15) Years	150.00	20
Twenty (20) Years	225.00	30

[September 12, 1990]

Section 14.1. Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have actually worked for the City during the immediate twelve (12) month period preceding his anniversary date of employment a total of at least 1,440 straight time hours if he is regularly scheduled to work forty (40) hours each workweek or a total of at least 1,342.50 straight time hours if he is regularly scheduled to work thirty-seven and one-half (37-1/2) hours each workweek. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis that the relationship his straight time hours actually worked bears to 1,440 hours for employees regularly scheduled to work forty (40) hours each work week, provided he works a minimum of 288 hours, or on the basis that his straight time hours actually worked bears to 1,342.50 hours for employees regularly scheduled to work thirty-seven and one-half (37-1/2) hours each workweek, provided he works a minimum of 270 hours.

[September 12, 1990]

Section 14.2. Vacation Scheduling. Eligible employees may schedule time off for their vacation during the twelve (12) months following the July 1st vacation determination date each year upon proper notice as determined by the City's rules, provided that, in the opinion of the City such time off does not unreasonably interfere with efficient operation and the City's obligations to the public generally. Requests for vacations shall be made to the employee's immediate supervisor at least thirty (30) days prior to the beginning of the requested vacation period whenever five (5) or more working days are sought. The City may, in its sole discretion, waive the thirty (30) day notification in appropriate circumstances. In all other instances, an employee must give a minimum of three (3) working days advance notice and secure the approval of his immediate supervisor before actually using vacation time. If an employee does not submit a vacation request, the City may assign a vacation time for the employee. In case of conflict between employees who have properly submitted their applications for vacation leave, the employee with the greatest seniority shall be given preference, provided, however, in all circumstances, requests for vacation time off in a "block" of five (5) consecutive working days shall take precedent over vacation requests for a shorter period. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the City. All employees must take a minimum of one (1) "block" of five (5) consecutive working days vacation leave

each year. Accrued vacation time may not be carried into any subsequent anniversary year of employment. Any unused vacation time shall be forfeited.
[September 12, 1990]

Section 14.3. Vacation Pay Basis. Employees are to be paid during their vacation period at the straight time regular rate of pay, excluding all premiums, they are earning at the time they take vacation leave.
[September 12, 1990]

Section 14.4. Benefit on Termination. On termination of employment, an employee shall be compensated for all allowable accrued and unused vacation leave pay, up to a maximum of thirty (30) days. No pro rata benefit shall be given to an employee for the period of time from his preceding anniversary date of hire to the date of his termination unless the employee has completed five (5) or more years of service with the City and his termination is other than for cause. The combination of pro rata vacation pay benefits and unused and accrued vacation pay benefits shall in no event exceed thirty (30) days.
[September 12, 1990]

Section 14.5. Implementation of New Provisions. The parties recognize that as of the time the understandings contained in Section 14.0 were reached certain employees may have a greater accrued vacation benefit than the amount permitted by that Section. To address that situation, the City agrees that it will determine the amount of accrued vacation benefit for all bargaining unit employees as of October 1, 1990 and will thereafter permit employees to add to that amount by the amount of the benefit called for by Sections 14.0 and 14.1 on the employees' next anniversary date following October 1, 1990. All accrued vacation time must be used prior to the employee's second (2nd) anniversary date of hire following October 1, 1990 and no further carry-over shall be permitted into any subsequent anniversary year of employment.
[September 12, 1990, *subject to the Union's review of language*]

Although the Union has tentatively agreed to Sections 14.0 through 14.5 with regard to full time employee, it does not agree that those Sections should be inapplicable to part-time employees.

INSURANCE

Section 15.5. Provisions of Insurance and Pension Plans. No matter regarding the provisions of any of the insurance programs or the retirement plan set forth in this Agreement shall be subject to the Grievance or Arbitration Procedure.
[August 28, 1990]

Section 15.2. Sickness and Accident Insurance. During the term of this Agreement, the City shall obtain and pay the required premiums for a sickness and accident insurance program for those insurable, full time employees occupying a classification covered by this Agreement who have completed their probationary period. Employee who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the City's insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their gross normal weekly wages up to a maximum weekly benefit of two hundred and eighty dollars ($280.00). These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eight (8th) day of disability due to sickness. Benefits shall not exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they might be entitled to indemnity or compensation paid under any retirement plan, the Social Security Act, or the Workers Compensation Act of any State or the Federal government.

[September 11, 1990]

COMPENSATION

Section 17.0. Classifications. During the term of this Agreement, the classifications listed below shall, for purposes of the hourly rates set forth in Section 17.1, Section 17.2, and Section 17.3 be placed in the City's pay grade plan as follows:

[September 12, 1990]

Pay Grade	Classifications
1	Vacant
2	Vacant
3	Vacant
4	Vacant
5	Cashier/Clerk I Clerk Typist I
6	Vacant
7	Clerk Typist II

8	Custodian Utility Services Maintenance III
9	Laborer
10	Data Entry Clerk Clerk Typist III Dispatcher
11	Vacant
12	Utility Services Technician II Office Manager
13	Clerk/Cashier II Administrative Aide Leadman Utility Services Technician I Customer Services Representative Utility Services Maintenance II
14	Account Technician I Clerk Cashier III Collection Specialist Office Coordinator
15	Administrative Assistant Housing Inspector Sanitation Inspector
16	Heavy Equipment Operator Plumbing/Heating Inspector Utility Services Maintenance I Utility Services Operator II Customer Services Technician
17	Account Technician II Electrical Inspector Financial Affairs Advisor Building Inspector Utility Services Operator I

Utility Services Plc Operator
Utility Services Operator

18 present rates

Mechanic

Section 17.1. Hourly Rates Effective July 1, 1989. Effective July 1, 1989, the following hourly rates shall become effective:

(a). 37-1/2 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.5180	5.2307	5.4918
	Bi-Weekly	338.85	392.30	411.89
	App. Annual	8,810.10	10,199.87	10,709.01
2	Hourly	4.7436	5.4918	5.7661
	Bi-Weekly	355.77	411.89	432.46
	App. Annual	9,250.02	10,709.01	11,243.90
3	Hourly	4.9820	5.7661	6.0546
	Bi-Weekly	373.65	432.46	454.10
	App. Annual	9.714.90	11,243.90	11,806.47
4	Hourly	5.2307	6.0546	6.3575
	Bi-Weekly	392.30	454.10	476.81
	App. Annual	10,199.87	11,806.47	12,397.13
5	Hourly	5.4918	6.3575	6.6759
	Bi-Weekly	411.89	476.81	500.69
	App. Annual	10,709.01	12,397.13	13,018.01
6	Hourly	5.7661	6.6759	7.0095
	Bi-Weekly	432.46	500.69	525.71
	App. Annual	11,243.90	13,018.01	13,668.53
7	Hourly	6.0546	7.0095	7.3594
	Bi-Weekly	454.10	525.71	551.96
	App. Annual	11,806.47	13,668.53	14,350.83
8	Hourly	6.3575	7.3594	7.7275
	Bi-Weekly	476.81	551.96	579.56
	App. Annual	12,397.13	14,350.83	15,068.63

9	Hourly	6.6759	7.7275	8.1137
	Bi-Weekly	500.69	579.56	608.53
	App. Annual	13,018.01	15,068.63	15,821.72
10	Hourly	7.0095	8.1137	8.5198
	Bi-Weekly	525.71	608.53	638.99
	App. Annual	13,668.53	15,821.72	16,613.61
11	Hourly	7.3594	8.5198	8.9461
	Bi-Weekly	551.96	638.99	670.96
	App. Annual	14,350.83	16,613.61	17,444.90
12	Hourly	7.7275	8.9461	9.3934
	Bi-Weekly	579.56	670.96	704.51
	App. Annual	15,068.63	17,444.90	18,317.13
13	Hourly	8.1137	9.3934	9.8621
	Bi-Weekly	608.53	704.51	739.66
	App. Annual	15,821.72	18,317.13	19,231.10
14	Hourly	8.5198	9.8621	10.3554
	Bi-Weekly	638.99	739.66	776.66
	App. Annual	16,613.61	19,231.10	20,193.03
15	Hourly	8.9461	10.3554	10.8738
	Bi-Weekly	670.96	776.66	815.54
	App. Annual	17,444.90	20,193.03	21,203.91
16	Hourly	9.3934	10.8738	11.4178
	Bi-Weekly	704.51	815.54	856.34
	App. Annual	18,317.13	21,203.91	22,264.71
17	Hourly	9.8621	11.4178	11.9897
	Bi-Weekly	739.66	856.34	899.23
	App. Annual	19,231.10	22,264.71	23,379.92
18	Hourly	10.3554	11.9897	12.5880
	Bi-Weekly	776.66	899.23	944.10
	App. Annual	20,193.03	23,379.92	24,546.60

(b). 40 and 80 Hour Work Schedules:

Pay Grade		Step 1	Step 2	Step 3
1	Hourly	4.2356	4.9038	5.1485
	Bi-Weekly	338.85	392.30	411.88
	App. Annual	8,810.05	10,199.90	10,708.88

2	Hourly	4.4472	5.1485	5.4057
	Bi-Weekly	355.78	411.88	432.46
	App. Annual	9.250.18	10,708.88	11,243.86
3	Hourly	4.6706	5.4057	5.6762
	Bi-Weekly	373.65	432.46	454.10
	App. Annual	9,714.85	11,243.86	11,806.50
4	Hourly	4.9038	5.6762	5.9602
	Bi-Weekly	392.30	454.10	476.82
	App. Annual	10,199.90	11,806.50	12,397.22
5	Hourly	5.1485	5.9602	6.2587
	Bi-Weekly	411.88	476.82	500.70
	App. Annual	10,708.88	12,397.22	13,018.10
6	Hourly	5.4057	6.2587	6.5714
	Bi-Weekly	432.46	500.70	525.71
	App. Annual	11,243.86	13,018.10	13,668.51
7	Hourly	5.6762	6.5714	6.8994
	Bi-Weekly	454.10	525.71	551.95
	App. Annual	11,806.50	13,668.51	14,350.75
8	Hourly	5.9602	6.8994	7.2446
	Bi-Weekly	476.82	551.95	579.57
	App. Annual	12,397.22	14,350.75	15,068.77
9	Hourly	6.2587	7,2446	7.6066
	Bi-Weekly	500.70	579.57	608.53
	App. Annual	13,018.10	15,068.77	15,821.73
10	Hourly	6.5714	7.6066	7.9873
	Bi-Weekly	525.71	608.53	638.98
	App. Annual	13,668.51	15,821.73	16,613.58
11	Hourly	6.8994	7.9873	8.3869
	Bi-Weekly	551.95	638.98	670.95
	App. Annual	14,350.75	16,613.58	17,444.75
12	Hourly	7.2446	8.3869	8.8063
	Bi-Weekly	579.57	670.95	704.50
	App. Annual	15,068.77	17,444.75	18,317.10
13	Hourly	7.6066	8.8063	9.2457
	Bi-Weekly	608.53	704.50	739.66
	App. Annual	15,821.73	18,317.10	19,231.06

14	Hourly	7.9873	9.2457	9.7081
	Bi-Weekly	638.98	739.66	776.65
	App. Annual	16,613.58	19,231.06	20,192.85
15	Hourly	8.3869	9.7081	10.1942
	Bi-Weekly	670.95	776.65	815.54
	App. Annual	17,444.75	20,192.85	21,203.94
16	Hourly	8.8063	10.1942	10.7041
	Bi-Weekly	704.50	815.54	856.33
	App. Annual	18,317.10	21,203.94	22,264.53
17	Hourly	9.2457	10.7041	11.2403
	Bi-Weekly	739.66	856.33	899.22
	App. Annual	19,231.06	22,264.53	23,379.82
18	Hourly	9.7081	11.2403	11.8013
	Bi-Weekly	776.65	899.22	944.10
	App. Annual	20,192.85	23,379.82	24,546.70

Section 17.4. Advancement Within Pay Grades.

(a). Each new full time employee covered by this Agreement will initially be paid at Step 1 of the pay grade applicable to his classification. Upon completion of one (1) year of employment, he shall automatically advance to Step 2 of his pay grade. All subsequent Steps shall be placed into effect after completion of one (1) year of full time service at each Step, calculated in accordance with the provisions of Section 9.2.

[September 12, 1990]

(e). Part-time employees included within the bargaining unit shall initially be paid at Step 1 of the pay grade appropriate to their classification and shall advance from Step-to-Step within their pay grade upon completing the number of hours worked equivalent to the full time requirements for their position.

[September 12, 1990]

(c). Employees who are awarded a position pursuant to Section 9.6 with a higher-rated maximum rate of pay than their current classification shall initially be placed at the earliest Step in the new pay grade which will result in an increase in pay. Any future advancements within the employee's pay grade will be governed by the provisions of subsection (a) of this Section, provided, however, that the employee's anniversary date for purposes of

progression on the wage scale shall be the date of his initial entry into the new classification unless adjusted in accordance with Section 9.2.
[August 27, 1990]

MISCELLANEOUS

Section 18.0. Address Changes. An employee shall notify the City in writing of any change in name, address, and telephone number promptly. The City shall be entitled to rely upon an employee's last name, address, and telephone number as shown on his employment record for all purposes involving his employment under this Agreement.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.1. Amendment of Agreement. Upon mutual agreement, the City and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the City and the Union
[August 27, 1990]

Section 18.2. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.
[August 27, 1990]

Section 18.3. Designees for Representatives. Whenever in this Agreement an City or Union Representative is alluded to by title, it is understood by the parties that said representatives may, when not available, specify a designee.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.4. Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.5. License Requirements. It shall be the responsibility of each employee to meet the qualifications for a license when required for the performance of job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.
[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.6. Meeting Rooms. City meeting rooms may be used by the Union for meetings and special programs, provided the arrangements are made in advance with the appropriate building official(s).

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.8. Outside Employment. No employee shall work at outside employment which will create a conflict of interest or in any way interfere with the effective discharge of the duties required to satisfactorily function in the position he holds with the City.

[August 27, 1990]

Section 18.11. Record-Keeping. Employees covered by this Agreement may periodically be required to record their time or other pertinent employment data and to submit such records to the City. The City reserves the right to require employees to use mechanical means, such as time clocks, for such record-keeping purposes.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.12. Reporting Requirements. Employees are expected to provide notice of absence from work as far in advance as possible, but no later than fifteen (15) minutes after the start of their scheduled work period, to their immediate supervisor or, in the absence of the supervisor, the supervisor's designee. In those instances where the employee is aware his absence will be for a period longer than one (1) day, the employee shall notify his immediate supervisor of the number of days he will be absent from work and his anticipated return to work date.

[August 28, 1990]

Section 18.13. Safety Provisions. The City shall make reasonable provisions for the safety and health of its employees while performing duties the hours of employment, and shall furnish such protective devices or equipment as is reasonable required thereby. Every employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.14. Separability. If any Section of this Agreement should be held by a Court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

Section 18.16. Uniforms. Whenever the City requires a uniform to be worn in the performance of City employment, the City shall pay for the purchase cost and cleaning of such uniforms. The City shall determine in its sole discretion what items of apparel constitute a uniform. The City is authorized by this Agreement to deduct from an

employee's final pay the cost of any uniform items which are not returned by a terminating employee.

Section 18.17. Union Bulletin Boards. The City will provide a bulletin board in each building which may be used by the Union for posting notices of the following types:

(1). Notices of recreational and social events;

(2). Notices of elections;

(3). Notices of results of elections; and

(4). Notices of meetings

A copy of all notices will be forwarded to the City. Such notices shall contain nothing of a political or defamatory nature.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

SCOPE OF AGREEMENT

Section 19.0. Past Practices. This document constitutes the entire Agreement between the parties and no verbal statement will supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationship existing by past practices, including any and all individual contracts of employment whether written or oral in nature.

[*Reconfirmed* Tentative Agreement, August 3, 1990}

Section 19.1. Waiver. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and shall constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise. It is the specific and express intention of the parties that this Agreement contains all economic and noneconomic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the

other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

[*Reconfirmed* Tentative Agreement, August 3, 1990]

DURATION

Section 20.0. Termination. This Agreement shall become effective as of _____, 1990, and shall remain in force until 11:59 p.m., _____, 19__, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

[August 27, 1990]

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail, return receipt requested. to the City Manager of the City of Benton Harbor at 200 East Wall Street, Post Office Box 648, Benton Harbor, Michigan 49008. The written notice referred to in this Section shall be considered properly served by the City if it is sent by certified mail, return receipt requested, to the Union's address at 3625 Douglas Avenue, Kalamazoo, Michigan 49007. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

[August 27, 1990, *modified* August 28, 1990]

Either party may change the address set forth in this Section for notification purposes to them by sending a notice of their new address to the opposite party by certified mail, return receipt requested. Upon receipt, this Section shall be deemed to be amended to incorporate the new address. A party shall be entitled to rely upon the address shown in their records for all purposes under this Section until advised to the contrary by a proper notice of change of address.

[August 27, 1990]

Delete Section 4 of Article III on page three (3) of the expired Agreement:

~~Section 4. Orientation. The City shall arrange, within the first thirty (30) calendar days of employment, up to a thirty (30) minute interview period between the Local Union President and the new employee for the purpose of welcoming the new employee, furnishing the employee with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.~~

[October 11, 1989; August 27, 1990]

Delete Section 6 of Article III on page three of the expired Agreement:

~~Section 6. Successor Clause. This Agreement shall be binding upon the CITY'S successor, assigns, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by operation of law; and in the event of the CITY'S merger or consolidation with another employer, this Agreement shall be binding on the merged or consolidated employer.~~

[August 27, 1990]

Delete Section 3 of Article IV on page five (5) of the expired Agreement:

~~Section 3. Bargaining Team. The City Manager shall identify and designate any and all members who shall serve as a part of the City'S Bargaining Team.~~

[October 11, 1990; August 27, 1990]

Delete subsection (e) of Section 1 of Article X on page nine (9) of the expired Agreement:

~~(e) Unemployment: The CITY agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage, or a state approved option with equal rules and regulations, for all employees under this Agreement, except as provided by other agencies.~~

[August 28, 1990]

Delete Section 1 of Article XVIII on page twenty-one (21) of the expired Agreement.

~~Section 1. Physical Examination. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination given by a physician designated by the City. The City may require a physical or mental examination to be given by a physician designated by the City at the City's expense. The pre-employment examination shall be at the expense of the City.~~

[October 11, 1989; August 27, 1990]

Delete Section 5 of Article XVIII on page twenty-one (21) of the expired Agreement.

~~Section 5. In-Service Training and Other Meetings. Employees who, with the approval of the Director of Personnel, voluntarily participate in in-service training shall be paid regular straight time hourly rate of pay for the time spent in attending in-service training, with a maximum number of hours equal to the regular workday. Employees shall be required to attend meetings called by the CITY with respect to problems, policies, and regulations or other information which will directly affect the employee, and shall be paid at regular straight time hourly rate of pay or overtime rate for attending such meetings, when attendance is required.~~

[October 11, 1989; August 27, 1990]

The following classifications shall be deleted from the parties' pay grade plan:

Account Clerk III
Administrative Assistant-Recreation
Clerk Steno
Computer Operator
Storekeeper
Switchboard Operator
Administrative Assistant-Rehab
Draftsman
Code Enforcement Officer
Rehab Coordinator
Rehab Specialist
Super. Hshn. Inspec.
Electrical Maintenance Worker
Garage Foreman
Heavy Equipment Operator I
Heavy Equipment Operator II
Laborer II
Painter
Parks Maintenance Foreman
Public Works Foreman
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker II
Public Works Maintenance Worker IV
Refuse Collector
Refuse Truck Driver
Refuse Collector Foreman
Sign/Paint Craftsman
Truck Driver
Administrative Analyst
Administrative Assistant-CD
Administrative Assistant-EDP
Complaint Officer
Maintenance Mechanic

[August 27, 1990]