

A G R E E M E N T

BETWEEN

CITY OF FENTON

And

COUNCIL #29, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

CITY OF FENTON

FENTON, MICHIGAN

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CITY OF FENTON

-and-

COUNCIL #29, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)

This Agreement is made between the City of Fenton, a Michigan Municipal Corporation, hereinafter referred to as the "City" and Chapter L, Local 1918, Council #29 of the American Federation of State, County & Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

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

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

ARTICLE II

RECOGNITION

Section 1. Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment,

for the term of this Agreement, of all employees of the City included in the bargaining unit described as follows:

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

Section 2. The City will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### ARTICLE III

#### RIGHTS TO MANAGE

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by the employer except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right.

(a) To manage its affairs efficiently and economically, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

(b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(c) to subcontract any or all work, processes or services, or the construction of new facilities or the improvement of existing faci-

lities; (this section will not be used to erode present work in the bargaining unit).

(d) to determine the number, location and type of facilities and installations;

(e) to determine the size of work force and increase or decrease its size;

(f) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (this section will not be used to displace regular employees in the bargaining unit);

(g) To direct the work force, assign work and determine the number of employees assigned to operations;

(h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications not to conflict with the provisions of this contract;

(i) to establish work schedules and assignments;

(j) to discipline and discharge employees for cause;

(k) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs;

(l) to exercise all other rights and privileges heretofore belonging to the City (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged by this Agreement.

The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be

recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IV

##### NO STRIKE

The Union and the City recognizes that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the City subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the City's services. The Union therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities involving their employment with the City, during the term of this Agreement. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Administration.

#### ARTICLE V

##### UNION SECURITY

Section 1. All present employees covered by this Agreement, who are members of the Union at the date it becomes effective, and all new employees upon acquiring seniority, shall be required as a condition of continued employment to pay or tender to the Union the periodic dues uniformly required as a condition of retaining membership, or amounts equivalent thereto. The Union will notify the City, in writing, as to the names of employees who were members at said date.

(a) Upon written request from the Union, the City will discharge any such employee whom the Union shall establish is sixty (60) or more days in arrears in payment of said dues or amounts. Employ-

ees may tender said dues or amounts by signing the Authorization for Payroll Deduction provided in Section 2 below, or may pay the same directly to the Union.

Section 2. The City agrees that it will honor voluntary written authorizations by employees in the bargaining unit whereby the City will deduct and remit to the Union, from the employee's pay, the employee's regular, uniform and periodic union dues. Such dues will be deducted from the employee's second pay of the month, and remitted to the Union within ten (10) days thereafter, together with a list showing the names of employees and the amount remitted as to each. The Union agrees that it will inform the City, in writing, of the amount of such regular dues and any changes occurring therein from time to time. The parties agree that any such authorization may be revoked by the employees serving thirty (30) days written notice upon the City. Such authorization shall be upon the following form:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO				
AUTHORIZATION FOR PAYROLL DEDUCTION				
By _____	PLEASE PRINT	LAST NAME	FIRST NAME	MIDDLE NAME
To _____	NAME OF EMPLOYER		DEPARTMENT	
Effective _____	DATE	I hereby request and authorize you to deduct from my earnings		
each _____	PAYROLL PERIOD	an amount sufficient to provide for the regular payment		
of the current rate of monthly union dues established by AFSCME Local Union \ Council No. _____ -29				
The amount shall be certified by Local Union \ Council No. _____ -29 and any change in such amount shall				
be so certified. The amount deducted shall be paid to the treasurer of Local Union \ Council No. _____ -29				
AFSCME.				
DUES PER. MONTH _____				
_____		STREET ADDRESS		
EMPLOYEE'S SIGNATURE		ZIP		
FORM F48		CITY AND STATE		



## ARTICLE VI

### REPRESENTATION

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

Section 2. The Steward, during his working hours, without loss of time or pay, may use a reasonable amount of time in presenting grievances to Supervision at the first and second steps of the Grievance Procedure. In the absence of the Steward, the Chapter Chairman may present the grievance at the first step.

Section 3. The Chapter Chairman, during his working hours, without loss of time or pay, may use a reasonable amount of time in presenting grievances to Supervision at the second and third steps of the Grievance Procedure.

Section 4. The City will, likewise, recognize representatives of the Union who are not employees, in accordance with the provisions of the Grievance Procedure.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. Any employee having a specified grievance claiming a violation of any part of this Agreement must first present the same on a verbal basis, to his immediate Supervisor, either individually or together with his Steward, at the employee's option. The Supervisor

shall give his answer, in writing, within three (3) working days.

Section 2. If the matter is not thereby disposed of, it will be submitted, in written form, by the Steward and signed by the employee, within three (3) working days of the Supervisor's answer in Section 1, to the Director of Public Works. The Director of Public Works will date and sign an acknowledgement of receipt and return one copy to the Steward. The Director of Public Works will return his signed written answer within three (3) days from receipt of the written grievance.

Section 3. If the matter is not thereby settled, the Steward and the Chapter Chairman (or the Vice-Chairman in his absence) may, within five (5) working days after receipt of the Supervisor's decision, submit the grievance to the City Manager or his designated representative. The City Manager or his representative shall, within five (5) working days after receipt thereof, meet with the Steward and the Chapter Chairman to discuss the grievance and, within five (5) working days thereafter, shall give his written decision.

Section 4. If the matter is not thereby settled, the Union may, within ten (10) working days after receipt of the City Manager's decision, file with him a notice that the Union desires to appeal it to the Grievance Appeal Board consisting of two (2) members appointed by each side. The City Manager shall arrange such Appeal Board meeting to be held within ten (10) working days after receipt of such notice. At such meeting, either party may be represented by any outside representatives of its choice, and outside representatives of the Union may meet with the Chapter Chairman not to exceed one-half ( $\frac{1}{2}$ ) hour before the meeting begins. The City Manager or his representative shall, within six (6) working days after such meeting, give his written decision to the Chapter Chairman.

Section 5. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the Grievance Procedure of this Article, the Union may request arbitration within thirty (30) days from the disposition thereof by the Appeal Board under Section 4 above. All such requests shall be in writing, by registered or certified mail addressed to the City Manager and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated and the basis on which such violation is claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 6. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 7. Each party shall name one member of the Arbitration Board and they, in turn, shall name an impartial Chairman of said Board. However, if they fail to do so within ten (10) days from the date the City receives such request for arbitration, the Union may submit the matter to the American Arbitration Association, asking for the selection of such impartial Chairman in accordance with its Voluntary Labor Arbitration Rules.

Section 8. After designation of the Board of Arbitration, a hearing shall be held as soon as practicable and the Arbitration Board shall issue an Opinion and Award, both in accordance with said Rules, which shall, if unanimous, be final and binding on the parties and the employee(s) involved, otherwise it shall be advisory only.

The Chairman of said Board shall, at least two (2) days prior to issuance of the Opinion and Award to the parties, submit a proposed draft to each of the members of said Board for their concurrence or

dissent, and either or both may file concurring or dissenting opinions. Said Award shall be subject to any law or governmental regulation applicable thereto.

Section 9. The fees of the impartial Chairman, his travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of either party shall be borne by the party incurring them.

Section 10. The Arbitration Board shall have no powers to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall it have power to establish or change any classification or wage rate, to rule on any claim arising under an Insurance Policy or Retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to the interpretation of proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitrable hereunder.

Section 11. Recognizing that there is a question as to the legal validity of the provisions of this Article, in public employment, the parties agree that if the Michigan Supreme Court or the Circuit Court for the County of Genesee, in a case involving a public employer, shall rule that the provisions of this Article are invalid, in whole or in part, then this Article shall become null and void. In such case, the Union shall have the right to reopen negotiations with respect to it.

Section 12. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the Grievance Procedure to the next written step within said time limits shall be

considered settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement.

Section 13. Any claim for back wages will only be valid, in the event the grievance is decided in favor of the employee, from a period of ten (10) working days prior to the date the grievance was first filed in writing.

#### ARTICLE VIII

##### DISCHARGE AND DISCIPLINE

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

#### ARTICLE IX

##### SENIORITY

Section 1. New employees hired into the Unit, who are full-time employees shall be considered probationary employees for the first ninety (90) days. Part-time employees hired into the Unit shall be considered probationary employees for the first 720 hours worked. Said hours shall be accumulated in not more than ten (10) months after the date of hire. When an employee completes said probationary period, he shall be entered on the full-time or part-time seniority list as the case may be, as of his date of hire in the case of a full-time employee or the adjusted date on the part-time seniority.

(a) Part-time employees are defined as those who are normally scheduled to work less than thirty (30) hours per week, or who are only scheduled to work forty (40) hours per week on a seasonal basis not to exceed sixteen (16) weeks. No part-time employee may displace a full-time employee on the basis of seniority. Part-time employees who are later or subsequently put on as full-time employees shall be given credit for their probationary period so that at the time they are changed to a full-time employee, their seniority date for the purpose of passing the probationary period only shall be dated back one (1) week for each forty (40) hours of part-time employment worked by the employee.

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

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

Section 4. Seniority (part-time or full-time, as the case may be) shall be credited to each employee, as earned, within the non-interchangeable occupation group in which he works.

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

(a) Group one (1) includes the following classifications.

- 1) Department of Public Works
- 2) Custodians
- 3) Parks Department

b) Group two (2) includes the following classifications

- 1) Water Department

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

Section 7. Whenever a layoff occurs, all part-time employees shall be laid off first, probationary employees next, before laying off any full-time seniority employees. Seniority employees shall be laid off in reverse order of seniority within the non-interchangeable occupational group affected, and will be given at least three (3) calendar days advance notice.

Section 8. When the working force is increased after a layoff, full-time seniority employees will be recalled first, and must return to their regular non-interchangeable occupational group as soon as required therein. Probationary and regular part-time employees shall then be recalled on the same basis. Notice of recall shall be given by telephone to the employee at his last known address and confirmed by registered or certified mail. If an employee (not working somewhere full-time) fails to report for work within three (3) working days from date of recall, he shall be considered a quit.

An employee who is working for another employer must notify the City within three (3) days from the date of recall that he intends to return and give his return to work date of no later than two (2) weeks or he shall be considered a quit.

Section 9. The seniority lists will show the names, job titles and rates of all seniority employees. A revised copy will be supplied to the

Steward every six (6) months upon written request presented to the City Manager.

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

#### ARTICLE X

##### LOSS OF SENIORITY

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

- (a) He quits
- (b) He is discharged and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
- (c) He is absent for four (4) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- (d) He retires or receives a pension from the City.
- (e) He fails to return to work at the termination of the leave of absence or sick leave. An exception shall be made upon the employee producing legitimate reason and proof of his inability to give notification that



he could not return as scheduled prior to the expiration of the leave.

## ARTICLE XI

### PROMOTIONS

Section 1. Permanent promotions within the bargaining unit, non-interchangeable occupational group shall be made on the basis of ability and capacity to perform the work.

The parties mutually agree that while there will no no contractual right for employees to exercise seniority for the purpose of being promoted to another non-interchangeable occupational group, applications will be received and considered by employees who desire to change non-interchangeable groups. If an employee is selected and accepts such change, he shall be given a seniority date within the new non-interchangeable occupational group for the sole purpose of determining his lay-off and recall seniority. His total time worked for the City will be carried with the employee to the new group for all other purposes, such as vacation, pension, etc.

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

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

disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

(d) During the twoweek trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Steward, in writing, by the Employer with a copy to the Employee. The matter may then become a proper subject for the Grievance Procedure.

(e) During the trial period, employees will receive the rate of the job they are performing.

#### ARTICLE XII

##### TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. for ninety (90) days or more will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling the vacancy.

#### ARTICLE XIII

##### WORKING HOURS

Section 1. The regular working week shall be Monday through Friday.

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

(a) Part-time employees will be governed by the foregoing provisions except that they will normally be scheduled to work from 8:00 a.m. to 12:00 noon, where such number of hours is required, but without a lunch period.

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

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

#### ARTICLE XIV

#### ON CALL DUTY

Section 1. At least one Public Works employee may be assigned each weekend or holiday to "on call duty" for emergency work, if necessary. Men assigned to "on call duty" shall be available to report for work when called upon and shall keep the Police Department Officer informed as to where they can be reached by telephone, if different from their normal home address.

When assigned to "on-call duty" employees shall receive a minimum of five (5) hours pay from Friday, at the close of the regular work week to Saturday at 11:59 p.m. and five (5) hours pay for Sunday from 12:01 to the start of the regular work week, for each day of such assigned duty. If called into work, said five (5) hours will be included in time worked and shall not be in addition to time worked. Weekend assignment shall begin at the end of the normal working hours on Friday and shall run to the start of the work day on Monday. Whenever an employee completes five (5) hours of actual work, he shall then be paid either time and one-half (1½) or double time as required in the premium pay section of this Agreement. (This

section is exclusive of any premium pay provisions in this Agreement).

#### ARTICLE XV

#### PREMIUM PAY

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

- (a) All work performed on Sundays
- (b) Effective July 1, 1973 employees shall receive double time for work performed on Sundays.
- (c) All work performed on Holidays shall be paid at double his regular hourly rate.
- (d) All work performed in excess of forty (40) hours.

The provisions of this section do not apply to operations at the land fill during the term of this Agreement.

- (e) There shall be no pyramiding of premium pay.

#### ARTICLE XVI

#### HOLIDAYS

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

New Year's Day

Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Independence Day

Christmas Day

Labor Day

Effective December 24, 1973, employees will be given four (4) hours holiday on December 24.

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

the full scheduled day, for purposes of this Article, if they work the number of hours for which they are scheduled on the foregoing days and, in such case, their pay for that holiday will be an amount equal to the average number of hours worked by each such employee on said scheduled days times his hourly rate.

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

If a holiday should occur on Sunday, it shall be observed on the following day.

When Christmas and New Year's Day fall on Saturday, the City will not be obligated to allow employees off the last half of their shift on Thursday, but will be required to pay holiday pay for that four (4) hours if employees qualify as otherwise provided in this Article.

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

## ARTICLE XVII

### VACATIONS

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

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

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

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

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

Section 6. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 7. Employees eligible for vacation pay will be paid for accrued vacation credits at their current regular hourly rate.

The time during which an employee is absent on paid vacation will count as time worked for the purpose of all benefits.

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

(a) Employees who have seniority on their anniversary date of hire, and have completed one year of service shall be eligible for one week vacation.

(b) Employees who have seniority on their anniversary date of hire and have completed two years of service shall be eligible for two (2)

weeks vacation.

(c) Employees who have seniority on their anniversary date of hire, and have completed five (5) years of service, shall be eligible for two (2) additional days per year until they have three (3) weeks vacation.

Section 9. Employees must work on the job at least 1500 hours during the qualifying year to be eligible for vacation credits the following year. Employees who work at least 750 hours shall receive one-half ( $\frac{1}{2}$ ) of their eligible vacation credits.

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

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

#### ARTICLE XVIII

#### LEAVES OF ABSENCE

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

- |                                 |                  |
|---------------------------------|------------------|
| (a) Illness, physical or mental | one (1) year     |
| (b) Maternity                   | One (1) year     |
| (c) Compelling personal reasons | thirty (30) days |

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

- |               |              |
|---------------|--------------|
| (d) Education | one (1) year |
|---------------|--------------|

Such leaves may be restricted, deferred or denied where circumstances warrant. They may be extended for like cause and for appro-

priate periods not exceeding the limits above.

Section 2. Employees elected to a Union position or selected by the Union, not to exceed one (1) at any one time, to do work which takes them from their employment with the Employer, shall at the written request of the Union receive temporary leaves of absence for periods not less than three (3) months nor more than two (2) years and, upon their return, shall be re-employed at work with accumulated seniority.

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

#### Section 4. Veterans

##### (a) Reinstatement of Seniority Employees

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

(b) A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary



period, and upon completing it, will have seniority equal to the time he spent in the armed forces, plus thirty (30) days.

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

#### ARTICLE XIX

#### FUNERAL LEAVE

Section 1. An employee shall be allowed up to three (3) working days, not to be deducted from paid sick leave, for the express purpose of, and contingent upon, making arrangements and attending the funeral where a death occurs in the employee's immediate family (parents, parent-in-law, spouse and children).

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

#### ARTICLE XX

#### SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of any employee.

#### Section 1. Procedure

To receive compensation while absent on sick leave, the employee shall notify his immediate superior or his department head prior to or within four (4) hours after the time set for the beginning of his daily duties. When absence is for more than one (1) week, the employee shall be required to file a physician's certificate unless the department head has personal knowledge of the employee's sickness or disability. A request form for sick leave, furnished by the

City, must be filled out immediately upon the employee's return to work or within one (1) week following the beginning of employee's disability. No sick leave will be granted without approval of the employee's department head.

## Section 2. Eligibility

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

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

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

## Section 3. Computation of Benefits

(a) The maximum amount of sick leave earned for each regular full-time employee shall be one day per month (exclusive of overtime at the time such leave is taken). Sick leave shall be computed from the first full working day upon becoming a full-time employee.

(b) At the end of each year, any unused portion of the earned sick leave becomes accumulative up to a total of one Hundred (100) work days. This accumulation may be carried over from year to year. Effective July 1, 1973, this accumulation shall be increased to one hundred fifteen (115) work days and effective July 1, 1974, the accumulation shall be increased to one hundred thirty (130) work days.

(c) Half payment is made for unused sick leave upon retirement or death; upon separation from city employment due to a reduction in manpower; and upon permanent separation from city employment after five (5) consecutive years of service if such permanent separation and resignation conforms to Article XIII of the Personnel Rules, (Resignation).

(d) An employee who received compensation under Workman's Compensation Insurance or any other insurance, as provided by the City, shall receive for the duration of such compensation, only that portion of his regular salary which will together with such compensation, equal his regular salary until accumulated sick leave has expired.

Simultaneous supplemental payment with Workman's Compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours, any injury sustained by him, it shall be presumed that such injury resulted from his own negligence. In all cases, negligence on the part of the employee injured shall be determined or presumed by the department head or City Manager, or the Mayor, Mayor pro-tem, and City Attorney and their decision shall be final.

#### Section 4. Sick Leave Records

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

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

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

Section 7. Employees who have used up their entire accumulation of sick leave may draw upon their accumulated vacation time and,

upon exhausting it, will be carried as on leave without pay.

ARTICLE XXI

LONGEVITY PAY

Section 1. All regular full time employees in the active service of the City as of the first of December of any year shall be entitled to a Longevity Bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

(a) Longevity pay shall be based on full time, continuous service. Following completion of one (1) year of such service by December 1st of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminated for any reason, including retirement between December 1st dates, shall not be eligible for the longevity bonus.

(b) Longevity payment schedule:

1 year but less than 5 years	one days pay
5 years but less than 10 years	two days pay
10 years but less than 15 years	three days pay
15 years but less than 20 years	four days pay
20 years or more	five days pay

ARTICLE XXII

OVERTIME DISTRIBUTION

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

(a) Whenever employees are required to work overtime, they will be given as much advance notice as possible under the circumstances. They may be excused from working overtime for legitimate

reasons, but in such event, will be charged with the average number of overtime hours worked on such occasion by other employees in the same classification, for equalization purposes. Employees who enter another classification shall be charged with the number of overtime hours worked by the employee therein who has the highest number of such hours.

#### ARTICLE XXIII

##### BULLETIN BOARDS

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

#### ARTICLE XXIV

##### NEW JOBS

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

#### ARTICLE XXV

##### SAFETY COMMITTEE

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

purpose of making recommendations to the Employer.

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

ARTICLE XXVI

SAVINGS CLAUSE

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

ARTICLE XXVII

CLEAN UP TIME

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

ARTICLE XXVIII

WAIVER CLAUSE

The parties acknowledge that during the negotiations which

resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This provision will not preclude the parties from mutually agreeing to negotiate new proposals during the term of this contract.

#### ARTICLE XXIX

#### WORKMAN'S COMPENSATION

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

#### ARTICLE XXX

#### APPENDIXES

The following Appendixes are incorporated and made a part of this Agreement:

- |            |                           |
|------------|---------------------------|
| Appendix A | Insurance                 |
| Appendix B | Classifications and Rates |

#### ARTICLE XXXI

#### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1975.

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

(b) If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 110 W. Flint Park Blvd., Flint, Michigan, and if to the Employer, addressed to the City of Fenton, Fenton, Michigan or to any such address as the Union or the Employer may make available to each other.

This Agreement shall be effective as of July 1, 1972.

IN WITNESS WHEREOF, the parties hereto have cause instrument to be executed on the day and year first above written.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO

CITY OF FENTON

William Lucas S/S

Victor E. Smith S/S

Leman P. Shelby S/S

Paul A. Jones S/S



## APPENDIX A

### INSURANCE AND PENSION

Section 1. The City agrees to pay the full cost of the present Blue Cross-Blue Shield Plan which shall include the \$2.00 deductible prescription program or its equivalent on the same basis that is presently in effect for all employees working twenty-four (24) hours or more per week at the same time this Agreement is effective, and who have seniority and qualifies under the rules and regulations of the carrier. The Prescription Drug Rider will become effective as soon as practical after ratification of this Agreement in accordance with the applicable regulations of Blue Cross-Blue Shield.

Section 2. The City agrees to pay the full cost of the present group insurance policy with Aetna Life Insurance Company which provides a Death benefit and Weekly Sick and Accident benefit on the same basis that is presently in effect at the time this Agreement is effective, for all employees working twenty-four (24) hours or more per week and who have seniority and qualifies under the rules and regulations of the Carrier. Effective July 1, 1972, the City agrees to increase it's insurance coverage for employees covered under this Agreement to \$5,000 and effective July 1, 1974 the insurance program will be increased for employees covered by this Agreement to \$8,000.

Section 3. The City agrees to pay its share of the above mentioned insurance plans as long as the employee is actively at work for the City. If an employee is absent from work and is eligible for Workman's Compensation, the City will continue to pay its obligation for three (3) months beyond the end of the month in which the employee last worked. If the employee is absent from work because of lay-off or sickness, the City will continue to pay its obligations for one (1) month beyond the end of the month in which the employee last worked.

The City will cease any payments on the day an employee's seniority is terminated under other provisions of this Agreement.

#### Pension Plan

For the purpose of participating in the Pension Plan only, employees will not be eligible for consideration until they become full-time employees at which time they shall begin their period to qualify for participation.

APPENDIX B

CLASSIFICATIONS AND RATES

The following wage rates will be effective the first full pay period of July, 1972.

	*Start	1 Mo.	2 Mo.	3 Mo.	6 Mo.	1 Yr.	2 Yr.
1. Labor	3.195	3.255	3.365	3.475			
2. Skilled	3.195	3.255	3.365	3.475	3.585	3.695	3.855
3. Grader Operator					3.805	3.915	4.025
4. Parks	3.195	3.255	3.365	3.475			
5. Custodian	2.585	2.695	2.795	2.905	3.475		

WATER DEPARTMENT

1. Labor	3.195	3.255	3.365	3.475			
2. Skilled	3.195	3.255	3.365	3.475	3.585	3.695	3.855

PART TIME

1. Labor	2.485						
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The following wage rates will be effective the first full pay period of July, 1973.

	Start	1 Mo.	2 Mo.	3 Mo.	6 Mo.	1 Yr.	2 Yr.
1. Labor	3.395	3.455	3.565	3.675			
2. Skilled	3.395	3.455	3.565	3.675	3.785	3.895	4.055
3. Grader Operator					4.005	4.115	4.225
4. Parks	3.395	3.455	3.565	3.675			
5. Custodian	2.785	2.895	2.995	3.105	3.675		

WATER DEPARTMENT

1. Labor	3.395	3.455	3.565	3.675			
2. Skilled	3.395	3.455	3.565	3.675	3.785	3.895	4.055

PART TIME

1. Labor	2.685
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The following wage rates will be effective the first full pay period of July, 1974.

	Start	1 Mo.	2 Mo.	3 Mo.	6 Mo.	1 Yr.	2 Yr.
1. Labor	3.645	3.705	3.815	3.925			
2. Skilled	3.645	3.705	3.815	3.925	4.035	4.145	4.305
3. Grader Operator					4.255	4.365	4.475
4. Parks	3.645	3.705	3.815	3.925			
5. Custodian	3.035	3.145	3.245	3.355	3.925		

WATER DEPARTMENT

1. Labor	3.645	3.705	3.815	3.925			
2. Skilled	3.645	3.705	3.815	3.925	4.035	4.145	4.305

PART TIME

1. Labor	2.935
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