

6/30/92

L A B O R A G R E E M E N T

between

CITY OF FARMINGTON

and

THE FARMINGTON CITY CHAPTER OF LOCAL NO. 1456 AFFILIATED
WITH COUNCIL 25 AND THE INTERNATIONAL UNION OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Farmington, City of

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AGREEMENT

THIS AGREEMENT, entered into August 7, 1989, by and between the City of Farmington, a Municipality in Oakland County, Michigan, hereinafter referred to as the "City", and the Farmington Chapter of Local 1456, affiliated with Council #25 and the International Union of the American Federation of State, County and Municipal Employees.

PURPOSE AND INTENT

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.

The parties recognize the essential public service here involved, and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends, 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.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

I. BARGAINING UNIT

The City hereby recognizes the Union as the sole and exclusive collective bargaining agency for all of its Department of Public Works and Water & Sewer Department employees, but excluding engineers, guards, and elected, appointed, professional, technical, clerical, temporary, seasonal, probationary, and supervisory employees, in the matter of wages, hours of work, and other conditions of employment.

II. REPRESENTATION - BARGAINING COMMITTEE

- A. The employees shall be represented by a committee of two (2) members, who shall be elected in any manner determined by the Union employees. There may be an alternate appointed in the absence of a regular committeeman. This committee shall be selected from a group of nominees on the seniority list.
- B. Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.
- C. No Discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.
- D. The City and/or the Union shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Union activity.

III. JOINT RESPONSIBILITIES

A. No Strike - No Lockout

1. There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.
2. In the event of a strike, work stoppage, picketing, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, and that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
3. The City shall have the right to give reasonable discipline to any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.
4. The City will not lockout any employees during the term of this Agreement.

B. Written Notices

All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.

C. Binding Agreements

An agreement reached between the City and the committee is binding on all workers affected and cannot be changed by an individual.

D. Special Meetings

Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed between the committee and management.

IV. UNION SECURITY - CHECK-OFF

The City will deduct from the pay of each employee covered by this Agreement all current Union membership dues; provided, that at the time of such deduction there is in the possession of the City a subsisting written assignment executed by the employee in a form agreeable to the City authorizing such deduction.

The form shall include the following language:

"This assignment shall become effective upon receipt by the City in accordance with its terms and shall remain in effect for the duration of this Collective Bargaining Agreement, provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, and received by the City by registered mail not more than five (5) days prior to the stated expiration date of this Agreement."

The City will deduct current membership dues, except initiation fees and assessments which are not a uniform requirement of all employees. The deduction shall be made from the pay of the employees for the first pay period ending in the calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

The City will deduct from the pay of employees in any month, only the Union membership dues becoming due and payable in such month.

All sums deducted shall be remitted to the financial secretary of the Local Union not later than the last day of the calendar month in which such deductions are made. The same to be allocated and distributed in accordance with the constitution, laws and regulations of the Union.

AGENCY SHOP

- A. (1) Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time or becomes members during the term of the Agreement, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement,
- (2) Employees covered by this Agreement who are not members of the Union at the time it becomes effective, or do not join the Union, shall be required to pay a fee equal to the Union dues as a condition of continued employment.
- (3) Employees hired, re-hired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement, shall fall under the provisions of this Article.
- (4) Employees must comply with Sections 1, 2 or 3 within sixty (60) calendar days from date of employment.
- (5) Employees who fail to comply with the above shall be discharged within sixty (60) calendar days following receipt of a written complaint from the Union.

V. MANAGEMENT RESPONSIBILITIES

- A. It is recognized that the Management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Any of the rights, powers and authority the City had prior to the signing of this Agreement are specifically retained by the City, except those which have been specifically abridged, deleted, granted or modified by this Agreement. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, except as they may be otherwise specifically limited in this Agreement.
- B. It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

VI. HEALTH AND SAFETY

- A. The City agrees to maintain sanitary, safe and healthful working conditions.
- B. The City will maintain adequate and suitable first-aid facilities.
- C. Employees covered herein, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary or fire regulations issued by the City.
- D. A Safety Committee shall be formed and consist of two (2) bargaining unit employees and the Director of Public Services and/or his designee. Such Committee shall meet on the second Tuesday of each month at 3:00 p.m.
 - 1. Such meeting may be cancelled by the Director if neither the Union representatives nor the Director have informed the other party of issues they wish to discuss. In any case, there shall be not less than one meeting each quarter. The City Manager shall be informed of this quarterly meeting and the subjects discussed.
 - 2. The Committee shall establish safety rules and regulations. Such rules shall go into effect when approved by the City's risk manager.
 - 3. The employer shall provide forms for reporting safety problems. Said forms shall be filled out in triplicate with a copy for the employer, employee and the Union.

VII. GRIEVANCE PROCEDURES

A. Procedure

Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor or other designated supervisor as the case may be. If not settled within three (3) days (excluding Saturdays, Sundays and holidays) it shall be discussed with the employees' committeeman. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within fifteen (15) days of its occurrence, or seven (7) days of its knowledge, whichever is less, shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the committeeman and the Director of Public Services. The Supervisor shall give his written decision within three (3) working days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance.

Step 3. If the Union is not satisfied with the decision at Step 2, the Committee of the Local Union may, within ten (10) days after the decision at Step 2, submit the grievance in writing to the City Manager or other

designated authority. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition without prejudice. The City Manager and/or other authority designated shall meet with the committee. Each may have outside representatives at such meeting or at the Step 2 meeting, with notice to the other.

The City Manager will submit, within five (5) days of any such hearing, the City's decision in writing to the Local Union.

Step 4. In the event the grievance is not settled in Step 3, the Union through its Committee shall have ten (10) days in which to invoke arbitration. Arbitration can be invoked only in the following manner:

(a) Notice to the City within ten (10) days after receipt of disposition at Step 3, of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.

(b) In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and provisions of the Federal Mediation and Conciliation Service. The expense of such impartial arbitrator shall be shared equally between the

City and the Union.

The expense of non-city employee witnesses shall be the responsibility of the party calling the witness before the arbitrator. Committeemen and grieved employee, if still employed, shall be compensated at their regular rate of pay for time spent at Grievance Hearing, if such Hearing occurs during their regular workday and on city-owned property.

B. Non-Appealed Grievances

Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped without prejudice. The City shall not be authorized by this procedure to file grievances against the Union.

C. Grievance Involving Discipline

Any grievance involving discharge or disciplinary action must be filed in writing within five (5) days after the action is taken (excluding Saturdays, Sundays and holidays) of receipt of the grievance.

D. Investigation

1. Authorized committeemen shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Committeemen will be permitted to leave their jobs, upon request, and after receiving approval of their supervisor, for the purpose of investigating a grievance in their assigned area. Such committeemen shall report to his supervisor upon completion of his investigation and if he goes into any other department he must first notify that supervisor of his presence. This right to receive pay

for time lost shall not be abused. The City will furnish cards or forms to maintain a record of the time spent hereunder. Whenever possible, grievances shall be handled during non-working hours.

2. Authorized non-employee representatives of the Union shall be granted permission, upon reasonable request to the City Manager, to enter any area of the City operations for the purpose of adjusting grievances with the designated supervisor.

E. The word "days" shall be defined to mean work days unless the words "calendar days" are used.

VIII. DISCIPLINE AND DISCHARGE

A. Types of Discipline

1. The enclosed list of infractions and subsequent recommended disciplinary actions are made as a guide to be used for infractions.
2. Reprimand - Any verbal reprimand made by the supervisor is to be done in a discreet manner so as not to cause embarrassment to the employee either in front of his fellow workers or the general public. In order for it to become part of the record, it must be duly noted and signed by both the supervisor and the employee as having occurred.
3. Suspension - Suspension or disciplinary lay off will consist of a number of days that the employee will not be allowed to work for the City and he will relinquish his right of pay for those days. If it is in the best interests of both the City and the employee, the employee may request the suspension to be modified to the removal of vacation leave days which the employee has accrued.
4. Removal - Under certain circumstances it may become necessary for the City to ask for the immediate dismissal of one of their employees. In this case, the employee will receive the amount of vacation time remaining as well as the compensatory time.
5. Reduction of Punishment - If through a period of time the individual shows no infractions, the record of the

individual's level of punishment will be reduced. This time period will be considered one year per level of disciplinary action.

B. Grievances

1. The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on a written reprimand is not to be construed as his agreement with the charges, but is to be considered only that he has knowledge that such a reprimand is in existence.
2. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the applicable arbitration procedure.

C. Dismissal

The City shall not discharge any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days pending dismissal. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.

D. Reinstatement

1. Any employee who is reinstated after discharge and/or discipline shall be returned to the same work if available, work of a similar class at the same rate of pay, or as agreed to by the parties, as the case may be.

2. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation at his rate of pay he may have received from any source of employment during the period in question.

IX. PROBATIONARY EMPLOYEES

A new employee shall be a probationary employee without seniority until he has been employed and actively at work for six (6) months, excluding absences which exceed fifteen (15) consecutive days (90 days within one year), at the end of which period he shall be entered on the applicable department seniority list as of the first day of his employment, except that seasonal and temporary employees shall not acquire seniority unless they replace permanent employees.

A probationary employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure. Except for Union activities, an employee laid off or terminated during his probationary period and re-hired within ninety (90) calendar days following his last day of work will complete the probationary period when he has worked a total of six (6) months. An employee who completes his probationary period in this manner shall be credited with six (6) months seniority retroactive from six (6) months before the day he completes his probationary period for the purpose of determining his date of employment and position on the applicable seniority list. An employee re-hired after ninety (90) calendar days will be considered as a new employee and will begin a new probationary period.

X. SENIORITY

A. Seniority List

1. Each employee, upon the completion of his probationary period, shall be placed on the applicable seniority list (Department of Public Works, Water & Sewer Department). ^{see} II 91
2. Each new employee shall unit-wide be assigned to a department and be placed on his department seniority list in accordance with such seniority date. When two or more employees enter a department on the same date, the employee with the greater unit-wide seniority shall be placed on such list first.
3. Seasonal, temporary employees shall not acquire seniority. A seasonal employee shall mean any employee who is employed for any seasonal activity.

A temporary employee is an employee who either (a) works irregularly, (b) normally works a schedule of less than twenty (20) hours per week, or (c) is hired in connection with a specific project, work on which will not extend beyond six (6) months unless classified as construction inspector.

4. In the event an employee is permanently transferred from one department to another, for any reason, he shall be placed on such new department seniority list in accordance with his date-of-entry into such department. If he remains in such a new department for three (3) consecutive

months, he shall be removed from the seniority list of his former department. The above shall be applied to all permanent transfers whether the transfer is at the employee's request or at management's request. There shall be no change in seniority as a result of temporary transfers. Employees exercising their City-wide seniority upon layoff to continue working in another department shall not be considered permanently transferred, except in case of paragraph C of Section X.

5. The City shall keep a true seniority list City-wide of all employees having seniority rights, and department lists, copies of which shall be posted in each department. Copies shall be given to the Committee once each six (6) months, or as necessary.
6. Employees shall notify the City of their proper post office address and telephone number, or change of address or telephone number, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its records for all purposes. The information shall be held as confidential between the parties and shall not be released without written approval of the employee.

B. Retention of Seniority

1. Any employee who is promoted or transferred out of the bargaining unit, but who continues as an employee of the City, shall retain his seniority, in the event they are returned by the City to the unit. This shall apply to prior, as well as future promotions or transfers.

2. Any employee who is elected or appointed to office or position in the Union, which makes it necessary to leave his employment, shall retain his seniority and shall accumulate seniority during the time he holds this position, not to exceed two years, unless extended by the City Manager.
3. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof.

C. Layoff Schedule

1. When there is an indefinite reduction of the working forces in any department, the following procedure shall govern in making layoffs:
 - a. Seasonal and temporary employees in the affected departments shall be laid off first, in any order.
 - b. Probationary employees in the affected department shall be laid off next, in any order.
 - c. If additional layoffs are necessary, seniority employees shall be laid off in the order of their department seniority in the department affected by the layoff, provided those who desire to exercise their seniority must be able to perform the work with normal instruction and supervision.
 - d. An employee laid off from a department who has more seniority (City-wide by date of hire) than employees working in another department may exercise such seniority to bump a seasonal, temporary or probationary employee in another department, and in the event there are no temporary, seasonal, or probationary employees, the lowest

seniority employee (City-wide) then working in another department, provided he is able to perform such work with normal instruction and supervision. In the event an employee has seniority to continue working but cannot perform the job of the lowest seniority employee, the City shall reassign him if there is a job he can perform held by a lower seniority employee.

- e. In the event an employee exercises his seniority to work in another department, he must return to his permanent department or forfeit his seniority in such department upon being recalled thereto. In such case his new department shall become his permanent department.
 - f. Employees shall not be permitted to maintain their name on more than one department seniority list, except that employees on layoff from their permanent department will be retained on their permanent department seniority list during the period of such layoff, subject to Paragraph C, Section X, Subsection C.
 - g. In the event an employee exercises his right to bid pursuant to Section X, Paragraph C., Subsection C, into a job in another department and is awarded such job, he shall be placed on the bottom of the seniority list of that department by date-of-entry and shall be removed from the list of his former department after three (3) consecutive months in such new department.
2. The members of the committee shall head the seniority list for their respective department; provided they are capable of doing the work available. In the event of layoff from their department, they shall, for purposes of layoff and recall,

head the City-wide seniority list, provided they are capable of doing the work available. Committeemen shall be returned to their regular standing on the seniority lists upon termination of service as such representative.

3. Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided, or as may be mutually agreed. The compensation to such employee shall be equal to his rate of pay times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the City that such substitution exists.
4. When employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.

D. Recall

1. Recalls from layoff shall be by order of seniority, provided the employee is able to perform the work required.
2. Employees on the seniority list when recalled to work shall be given five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.
3. If any employee fails to report within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

4. The City may call the next employee in point of seniority pending the reporting of the seniority employee recalled.

E. Temporary Adjustments

In an emergency beyond the control of the City (i.e., acts of God such as flood, fire, storm or power failure) where the resulting situation warrants, the City shall have the right to make temporary adjustments of force not to exceed five (5) days without regard to seniority in the affected departments. If the layoff exceeds five (5) days, the work force shall be adjusted according to the layoff procedure as described in this Section.

F. Termination

Seniority shall terminate if an employee:

1. Quits or retires.
2. Is discharged for just cause.
3. Is absent for three (3) consecutive work days without notifying the City, unless as a result of physical impossibility.
4. Is absent for three (3) consecutive work days without justifiable reason.
5. Gives a false reason to obtain a leave or if he fails to return to work within three (3) days of termination of any leave of absence without a bona fide excuse acceptable to the City.
6. Is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.
7. Separation upon settlement covering total disability.

G. Injured Employees

1. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work for which, in the judgement of the City and agreeable to the Union, he is capable of performing without regard to any seniority provisions of this Agreement, provided that this provision shall not accord him super-seniority beyond his seniority date to continue working.
2. An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workmen's Compensation Act.

XI. PROMOTIONS

Promotion of employees covered by this Agreement to classifications within the bargaining unit shall be based on the senior qualified applicant. If the management proposes to bypass any employee with greater seniority, the management will advise the Bargaining Committee and the employee or employees bypassed (at least three [3] days before the by-pass is made effective). Any employee who feels aggrieved in the matter of promotions will be granted a prompt review by management, and if then not satisfactorily closed, may process his claim through the grievance procedure.

XII. JOB BIDDING

- A. The City agrees to post vacancies in existing job classifications and new job classifications for a period of five (5) working days. If no employees place their name on the posting or if none of the applicants are qualified, the City will hire from the outside.
- B. Employees shall be considered in accordance with Section XI, unless an employee has previous experience.
- C. Employees may be required to remain in their old jobs until properly replaced.
- D. Employees shall not use the posting procedure to secure a shift preference, except in an open job.
- E. Employees who bid for, and are awarded their job bid, shall be entitled to bid for any other job for a period of twelve (12) months, in the event:
 - 1. The job bid was a lower rated job; or
 - 2. The employee refused the job after being awarded it or declined the trial period. In this latter case, the job shall promptly be re-bid.
- F. Employees awarded a job bid shall have up to ninety (90) days to qualify for such job. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority.

- G. If the Union disagrees with such disqualifications, the employee or the Union may take the matter up through the grievance procedure.
- H. This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available within the departments.

XIII. NEW CLASSIFICATIONS AND JOBS

A. Permanent

1. If a new job should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate may be established by the City for a period not to exceed six (6) months. During this period, the City and the Union shall bargain on the rate of the new classification.
2. If no agreement has been reached at the end of such six (6) months, the matter shall be processed through the grievance procedure.

B. Temporary

1. In the event there is a temporary job opening due to illness, emergency leaves, temporary production increases, etc., the City may fill such job by transferring qualified employee or employees to such temporary vacancy for not to exceed three (3) months, unless a longer time is agreed to.
2. Upon the completion of such three (3) months, or immediately if the leave is originally for more than three (3) months, the job shall be posted in accordance with Section XII as a Temporary Opening.
3. Employees who return from such leave, etc., shall return to their job and the employees, or any of them holding temporary bid jobs, shall be returned to their permanent jobs, provided such remains available. If not available, such employee may exercise his seniority to attain a job in line with such seniority.

XIV. HOURS OF WORK

- A. The City shall establish the working hours for each specific job.
- B. Schedules normally shall be on the basis of one or more 8-hour shifts during a 24-hour day. The starting time and completion time for each job shall be as designated by the immediate supervisor. Normal work week is 7:30 a.m. to 4:00 p.m., Monday through Friday, except the custodian or by special assignment from immediate supervisor.
- C. Seven (7) Day Operation
 1. Employees will be assigned two (2) consecutive days off per seven (7) calendar day period. Change in schedules of seven (7) day operation shall require a ten (10) work day notice.
 2. Vacancies in seven (7) day operation shall be filled on a voluntary basis by seniority within classifications required. If no one volunteers, the least senior employee within the classification required shall be assigned. Seven (7) day operation shall apply only to Parks and Custodial.
 3. Overtime shall be paid as provided in Article XVI, with the sixth day as a Saturday and the seventh day as a Sunday.
 4. Employees presently working a seven (7) day operation shall continue to work their existing work schedule until changed by the employer. Employees assigned to a seven (7) day operation shall not have the option of transferring to a five (5) day operation without permission of the employer.

XV. DEFERRED PAY PERIOD

The City shall defer one week's compensation from any new employee within the Bargaining Unit. For existing employees, existing 7/1/80, the City shall defer one and one-half (1 1/2) hours of compensation per pay period until a total of 40 hours of compensation has been accrued from each such employee. Upon termination, the employee shall be paid all compensation due.

Effective 7/1/80.

XVI. ATTENDANCE

- A. Employees are expected to be regular in their attendance and to observe the working hours established by the City.
- B. All employees absent without authorized leave, or who report late on any given shift, shall be penalized by way of a pay deduction in multiples of one-fourth (1/4) of an hour for each six (6) minutes or fraction thereof, for each day or portion of a day.
- C. Habitual tardiness may be cause for discipline (See Appendix A).
- D. Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the leave regulations under which the time off is to be taken.

If, for some legitimate reason, the employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor or his/her designee on duty should be notified not more than one hour after the established starting time, unless prevented from doing so by reason beyond the employee's control. Failure to do so may result in discipline (See Appendix A).
- E. A continuing balance of each employee's vacation leave and sick leave will be kept on the employee's personnel record.

XVII. OVERTIME

- A. Employees will be paid one and one-half (1 1/2) times their regular hourly rate in the following instances:
1. Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make a total of forty (40) hours per week.
 2. Time worked in excess of forty (40) hours in any one work week.
 3. There shall be no duplication of overtime for the same hours worked.
- B. Employees shall be compensated at a double time rate for all time actually worked, plus holiday pay, for all time worked on any holiday designated as such within this Agreement, plus the calendar holiday of Christmas and New Year.
- C. Time granted for vacation leave and sick leave during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked.
- D. The City will adopt a mutually fair and equitable policy for the distribution of overtime within each department and classification.
- E. Known overtime will be scheduled twenty-four (24) hours prior to working.

XVIII. CALL BACK TIME

- A. When an employee is called into work to perform an emergency service, he shall be paid a rate equal to one and one-half (1 1/2) times his regular pay rate, for a minimum of two hours.
- B. Standby Time
1. A minimum of three (3) hours work will be provided on Saturdays, Sundays and holidays for the employees on the established Standby List. At his discretion, the standby man may elect to work only one hour at these times. Time worked will be paid for at one and one-half (1 1/2) times regular rate.
 2. Employees assigned to standby shall not be required to remain at home to await recall. The employee shall be equipped with a mobile pager.
 3. Employees assigned to standby will be paid one (1) hour at their regular rate for each 24 hour period except in the case where an employee is called to return to work. In this case, the employee shall then be paid in accordance with the provisions of subsection "A" of this Section. Standby time that occurs on Saturday, Sunday or a holiday shall be exempt from the provisions of this subsection and be paid in accordance with the provisions of subsection B-1 of this Section.

C. Employees assigned to standby duties shall be notified whenever call back personnel are needed to perform a departmental service.

Exception: A City employee may be called to return to work without regard to his standing as standby man in such cases where the City has experienced a water break or leak, sewer backup problems, pumping station failure or other problems where the job requirements clearly need the skills of certain identifiable job classifications. The City's decision as to the employees called back shall be final.

D. SNOW CALL - STANDBY COMPENSATION

The City may post an emergency ice and snow callback schedule each year. The schedule shall be as established by the Director of Public Services. Qualified employees of the Department may be assigned to this schedule for several one-week periods. The assigned duty week for emergency ice and snow callback shall be a 7-day period from 4:01 p.m. Friday until 4:00 p.m. Friday of the following week.

1. Employees assigned to the emergency ice and snow callback schedule shall receive their normal rate of compensation in accordance with the provisions of this contract for all work performed during callback assignments. If during a callback scheduled period, callback does not occur, the scheduled employee will receive four (4) hours of compensation at the normal straight time rate. If during a callback an employee is called to work, the employee

shall receive the greater of the compensation for the time(s) worked, or four (4) hours at straight time rate for each one-week period.

2. If an employee assigned to the callback schedule elects to relinquish the assignment for any period of time to another qualified employee and a callback should occur, the employee assigned to the callback schedule will not be compensated for the four (4) hours should his replacement receive compensation equal to four (4) hours at straight time rate.
 3. If the replacement employee receives less than four (4) hours at straight time rate, the employee assigned to callback schedule shall be compensated the difference up to four (4) hours at straight time rate.
 4. The combination of hours worked by the employee assigned to the callback schedule and their replacement shall be counted as if all the time were worked by the employee assigned to the callback schedule. Effective 7/1/80.
- E. The City shall provide personal "pagers" to employees assigned to snow call duty, subject however, to the availability of "pagers".

XIX. REST PERIODS AND CLEAN-UP TIME

- A. There will be two (2) 5-minute wash up breaks allowed the employees, one at lunch time and one at quitting time.
- B. All employees shall be allowed a fifteen (15) minute coffee break during the morning and afternoon hours.
- C. Elongation and abuse of either the clean-up time or coffee break periods will result in disciplinary action (See Appendix A).

XX. LUNCH PERIOD

All employees shall be granted a lunch period without pay during each work shift. Whenever possible, the period shall be scheduled near the middle of each shift. Lunch period will normally be thirty (30) minutes in length unless special work schedules are invoked.

XXI. VACATION LEAVE

Vacation leave is authorized absence from duty, with pay.

- A. Cut-off Date - July 1 shall be established as the cut-off date regarding all the vacation provisions of this contract.
1. Each vacation day of leave shall be equal to one (1) eight (8) hour work period.
- B. First Vacations - New employees shall become eligible for vacations after they have been employed a period of six (6) months. They shall accumulate vacation credits at a rate of 3 1/3 hours for every month of service until the succeeding July 1st. At this point they begin to accrue credits for their annual five (5) day leave.
- C. Employees From Two (2) to Five (5) Years Service - After an employee has completed two (2) years of service prior to July 1, he will be entitled to ten (10) days vacation leave for that year (5/6 day leave for every month worked).
- D. Employees Over Six (6) Years Service - Employees who have six (6) years service from their hired date shall, on the succeeding July 1, be eligible for three (3) weeks vacation per year (1 1/4 days leave for every month worked).
- E. Employees Over Eleven (11) Years Service - Employees who have eleven (11) years service from their hired date shall, on the succeeding July 1, be eligible for four (4) weeks vacation per year (one and two-thirds [1 2/3] day leave for every month worked).

F. Vacation Schedules - Vacation schedules shall be established by the City and shall permit the continued operation of all City functions without interference. The City shall be the sole determiner of which function of the City shall not be interfered with.

1. Vacation selection schedules shall be posted each year for a thirty (30) day period on the following dates: May 1st for selection of summer-fall vacation dates and on November 1st for selection of winter-spring vacation dates. If the dates selected are not allowable for any reason, the employee shall select alternative dates until the employee's vacation schedule has been established.
2. The Department of Public Services, for the purposes of vacations, will be divided into two (2) groups. One employee from each group shall be allowed to be on vacation at the same time.

GROUP "A"

DPW Personnel
Custodian (3)

GROUP "B"

Water & Sewer Personnel
Mechanic (5)

3. Summer-Fall Schedule (July 1 through December 31)
 - a) Employees of each group shall select vacation dates by departmental seniority within the group in which they work.
 - b) Vacation selection shall not be less than one (1) calendar week, or not more than two (2) consecutive calendar weeks. All vacations shall be taken in one (1) week blocks.
 - c) Employees shall be limited to a single selected period until all other employees have the opportunity to select their vacation time.

d) When all employees have selected their vacation, then an employee may select an additional vacation period without limitation as to the weeks to be taken, with the approval of the Director.

4. Winter-Spring Schedule (January 1 through June 30)

a) The winter-spring vacation selection process shall be the same as provided for in Section F, No. 3, a, b, c and d of this Article.

5. Employees who have less than the four (4) days of vacation may schedule these days in less than one (1) week periods. Such scheduling shall be consistent with the provisions of Subsection 2 of this Section.

G. Employees shall receive credit for a month's work for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned credits for vacation leave.

H. Employees shall be entitled to vacation pay in any of the following instances:

1. Any regular employee, who gives proper notice (10 working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time as of date of separation.
2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.

3. Any employee who has served six (6) months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the rate of 5/6 day per month paid to him at the time he leaves the City to enter Military Service.

I. Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If any employee separates himself from the City by reason of absence without leave.
2. If any employee fails to give at least ten (10) working days notice in advance of termination date.
3. If a probationary employee leaves the employ of the City before completing his probationary period.

J. Each employee who, during the fiscal year ending June 30, uses no more than:

1. Three (3) sick leave days shall receive three (3) bonus vacation days.
2. Four (4) sick leave days shall receive two (2) bonus vacation days.
3. Five (5) sick leave days shall receive one (1) bonus vacation day.

Such Bonus Vacation Days shall not be deducted from the employee's Sick Leave Bank.

K. An employee who fails to select a vacation period in accordance with the provision of this Article shall lose any vacation time which is unused as of July 1 each year, with the following exceptions:

1. An employee who has had a vacation period cancelled by the City which was previously approved by the City and such cancelled vacation cannot be re-schedule prior to July 1.
2. An employee who has been required to return to work from a scheduled vacation.
3. In any other case, no employee shall be allowed to carry over to the following year more than five (5) days of unused vacation time. An employee shall not be paid for vacation time lost.

L. Bonus Vacation Days

4. Bonus vacation days or other earned time may be used at the discretion of the employee with five (5) working days notice to the Director; and if such request does not conflict with the vacation of another employee of the group in which requesting employee is assigned.

XXII. HOLIDAY LEAVE

- A. The following days shall be recognized and observed as paid holidays.

Day before New Year's Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Employee's Birthday

- B. Eligible employees shall receive one (1) days pay for each holiday listed above on which they perform no work. Whenever any of the holidays listed fall on a Saturday, the preceding Friday shall be observed as the holiday unless regularly scheduled to work on Saturday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday unless regularly scheduled to work on Sunday. If Christmas and New Year's fall on Saturday, the day shall be taken the preceding Thursday and if Christmas and New Year's fall on Sunday, the day shall be taken on the preceding Friday.
- C. An employee shall be eligible for holiday pay if he works both his last scheduled day prior to the holiday and the next scheduled work day following the holiday unless he has an excused absence with pay or is on vacation leave. Employees will be paid for holidays in instances where their immediate supervisor has authorized the emergency time off. If an employee works on any of the holidays listed above, he shall be paid the regular overtime rate.

XXIII. 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 the employee.

- A. The accumulation of Sick Leave Credit shall not exceed one hundred and fifty (150) days for any employee.

Vacation leave and paid holidays shall be considered as days worked for accumulation of Sick Leave Credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to Sick Leave Credit until he shall have completed six (6) months of service, at which time he shall be credited with the number of hours he will have earned during the six (6) months of service. Except for job-incurred disabilities, an employee with less than six (6) months service, who is absent because of illness, shall be without pay.

- B. The amount of Sick Leave Credit shall not exceed one (1) day per month nor twelve (12) days per year to a maximum of ninety (90) days; thereafter, Sick Leave Credits shall not exceed six and one-half (6 1/2) hours per month up to a maximum of all sick leave credits of one hundred and fifty (150) days.

- C. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week

schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.

- D. A certification of illness or injury from a physician of the City Manager's choosing may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceed three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge (See Appendix A).
- E. Sick Leave Credits will not be allowed when absence is due to the use of narcotics or intoxicants or willful misconduct.
- F. Any employee who is injured or suffers illness as a result of employment outside of the City of Farmington may use accumulated sick leave benefits; provided, however, that if the employee received Workers Disability Compensation benefits as a result of such injury or illness, then and in that event, the employee shall receive only the difference between the sick leave benefits and the Workers Disability Compensation benefits, with said difference being charged against the employee's sick leave credits, until such sick leave benefits have been exhausted.
- G. Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on

duty within one (1) hour after the starting time of his particular shift on the first day of his absence, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

- H. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
- I. When any employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years, or his seniority, whichever is less. If, at the end of that time, the employee is still unable to work, his employment shall be terminated. The employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his seniority.
- J. The City shall compensate the employee at the time of his/her retirement for their accumulated sick leave credits according to the following formula:
1. One (1) hour to three hundred and twenty (320) hours of sick leave credits shall be reimbursed at thirty-three and one third ($33 \frac{1}{3}$) percent of the employee's current regular hourly rate.
 2. Three hundred and twenty-one (321) hours to six hundred and forty (640) hours of sick leave credit shall be reimbursed at fifty (50) percent of the employee's current regular hourly rate.

3. Six hundred and forty-one (641) hours to nine hundred and sixty (960) hours of sick leave credit shall be reimbursed at sixty-six and two-thirds (66 2/3) percent of the employee's current regular hourly rate.
- K. The City shall extend the earning of vacation and sick leave benefits while an employee is off on approved sick or disability leave for a time period not to exceed 30 days during any 1 year period, unless otherwise approved by the City Manager. Such approval by the City Manager shall not be deemed to be a precedent for the granting of similar benefits to other employees.
- L. Seniority employees shall continue to earn seniority for a period not to exceed 24 months while on sick or disability leave for the purpose of promotion, transfer, and longevity at such time as the employee returns to work.
- M. Employees who have been on extended sick or disability leave for a time period over 30 days may regain their seniority for the purpose of computing future vacation benefits after said employee has returned to work for a 12 month period. In no case shall an employee gain more than 24 months of seniority lost as a result of approved sick or disability leave.

XXIV. EMERGENCY AND FUNERAL LEAVE

- A. In the case of serious illness in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.
- B. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law.
- C. Emergency Leave is chargeable to Sick Leave Credits and, in the case of a probationary employee or an employee who does not have the accumulated Sick Leave Credits, emergency leave may be granted as an advance against sick leave accumulation upon the approval of the City Manager.
- D. In addition to Emergency Leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family and their grandparents, grandchildren, step-children of a current spouse, brother or sister-in-law and son and daughter-in-law upon the recommendation of their immediate supervisor and the approval of the City Manager.
- E. Funeral Leave is not chargeable to Sick Leave Credits.
- F. Should a death in his immediate family occur while an employee is on a schedule vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.

DUTY DISABILITY

- A. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City, covered by Michigan Workmen's Compensation Act.
- B. In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.
- C. Employees on duty disability leave shall not accrue sick leave.
- D. Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
1. The employer will provide for one-hundred percent (100%) of take home compensation from the first day of injury without deduction from any other leave program, for a period of ten (10) work days.
 2. The employee shall, following the tenth work day from date of injury, endorse over to the City any checks received from the insurance carrier for Workmen's Compensation. The City shall issue a check which will be in the amount of ninety (90%) percent of the employee's take home pay as defined. Such supplement to Workmen's Compensation shall be deducted from the employee's sick leave bank and continue only as long

as the employee has sick leave days to cover said supplemental pay.

Failure to comply with the requirements above shall waive the employee's right to the supplemental benefit.

3. Take Home Pay is defined as the regular forty (40) hour per week pay, less federal and state income tax, social security and pension deductions.

E. Benefits provided for in this Section apply only to seniority and probationary employees.

F. Employees on duty disability leave shall continue to receive health care benefits provided for in this contract for a period not to exceed two (2) years after incurring the compensable illness or injury.

JURY AND PERSONAL BUSINESS LEAVE

- A. When any seniority employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to, and does appear, in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary. The City will pay such employee for time actually lost from his scheduled work hours (exclusive to shift differential and other work premium) less his jury fees received for such days.
- B. Each employee shall be entitled to one (1) personal business day each year.

XXVII. MILITARY LEAVE

A. The Selective Service Act, as presently existing or as it may be amended from time to time, shall govern the re-employment rights of servicemen.

B. Employees belonging to the National Guard, Service Reserves or other such units, are permitted to take leaves of absence without pay during the annual training period. This leave not to exceed two (2) weeks per fiscal year, unless required by proper governmental authority. Employees can use vacation time during this period.

XXVIII. EDUCATIONAL LEAVE

A. The City Manager may authorize educational leave with or without pay for regular employees when determined to be in the best interests of the City. In such cases where educational leave is granted with pay, the employee shall be required, upon mutual agreement, to return to the City employment for a specified period of time after completion of the educational leave.

B. Abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for such higher classification as soon as such higher classification becomes available. The employee so qualified must request a change in classification as soon as is possible after the higher classification becomes opened.

XXIX. LEAVE OF ABSENCE - WITHOUT PAY

- A. Seniority employees may be granted leaves of absence without pay up to ten (10) days, for justifiable reasons. All requests for leaves shall be in writing. Extensions may be granted, in writing, where proper justification is shown. Seniority shall accumulate during approved leaves.
- B. A leave of absence may be requested for any legitimate purpose, and should be requested well in advance, providing it does not unjustly curtail City operations.
- C. Employees granted a leave of absence for a period over ten (10) days shall not accrue vacation or sick leave or receive any compensation for holidays during the leave.
- D. Employee shall be reinstated in his former position upon expiration of leave. Should employee fail to report within three (3) days after a leave of absence, such failure may be cause for dismissal.

XXX.

UNION BUSINESS

The City will grant a leave of absence to employees so elected or appointed upon request of the Union, and renewed annually upon request.

XXXI. SUSPENSION OF LEAVES

- A. The leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City, except Sick Leave subject to the provisions of Article XXII (C).
- B. The term "emergency" shall not be defined. The Director of Public Services may, at his discretion, declare an emergency subject to the Union's right to arbitration. The arbitrator shall have the full power to place his judgement over this issue and definition of whether or not an emergency existed.

XXXII. BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notices of Union meetings, Union election and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

XXXIII. HEALTH INSURANCE

A. The City will provide and pay for hospitalization insurance for the employee and his family if he chooses this coverage.

1. The coverage of the City shall consist of basic Blue Cross and Blue Shield MVF-1 semi-private plan, and Blue Cross-Blue Shield, \$2.00 deductible prescription plan.
2. The family portion shall include the employee's wife and children. The children's portion shall terminate on December 31 of the calendar year of the child's 19th Birthday.
3. Provide for coverage which shall begin at the earliest date allowable with the insurance carrier.
4. Employees shall be eligible for such coverage after 30 days employment with the City.
5. Effective July 1, 1978, the City shall provide Master Medical coverage.

6a. Effective July 1, 1982, the City shall provide health insurance to all retirees and their spouses. The City shall pay part or all of the cost of such insurance, depending on the employee's years of service with the City prior to retirement. The following schedule shall determine the City's contribution to said cost, under the provisions of this Section.

Work incurred disability (total and permanent) with less than 10 years of City service	40%
10 years or less than 15 years of service	50%
15 years to less than 20 years of service	60%
20 years to less than 25 years of service	85%
25 years or more	100%

6b. Effective July 1, 1988, the following schedule shall determine the City's contribution to said cost, under the provisions of this Section.

Work incurred disability (total and permanent) with less than 10 years of City service	40%
10 years to less than 15 years of service	50%
15 years to less than 20 years of service	60%
20 years or more	100%

7. The City may offer alternative health plans including, but not limited to, HMO type plans. If the employee elects to participate in an alternate health plan, such employee may be required to pay the difference in cost between the Blue

Cross-Blue Shield MVF-1 semi-private plan as provided for in this section and the plan selected by the employee.

All retirees, present and future, and their spouses, shall receive such benefits for so long as either of them shall receive benefits through the City of Farmington Employees' Retirement System. Such benefits for the spouse shall continue only until their death or re-marriage, whichever shall occur first.

B. The City will provide and pay for an optical program as follows:
Co-op Optical Service Full Family Coverage - An examination and glasses if needed once every two (2) years.

1. A choice of frames from Group A or B Selections.
2. Single vision lenses, or a choice of Kryptok bifocal lenses or D-Seg (22mm) bifocal lenses.
3. Provides for coverage which shall begin not earlier than thirty (30) days, nor later than sixty (60) days following ratification by the Parties.
4. This optical program shall include the employee, spouse, and all dependent children under age 19.

Effective July 1, 1982, the City shall provide and pay for Co-op Optical Service Full Family coverage, Plan IV.

C. The City will provide and pay for a City Dental Plan as follows:

1. The dental reimbursement provided is for expenses that occur after July 1, 1977. Employees who have been employed at least six (6) months and thirty (30) hours or more per week, are eligible to be reimbursed, as

provided in this Section, for dental expenses paid for by the employee for the employee or his dependents. The definition of "EMPLOYEE DEPENDENT" shall be the same as is defined in the Blue Cross Policy.

2. Reimbursement Benefit: The employee is to pay the first twenty-five dollars (\$25.00) of any dental expenses that occur within the fiscal year. After the twenty-five dollar (\$25.00) deductible, the City will reimburse eligible employees for seventy-five percent (75%) of any dental expenses up to a maximum reimbursement of seven hundred fifty dollars (\$750.00) for one thousand dollars (\$1,000.00) of employee expenses over the deductible. To be reimbursed, the employee must submit evidence to the City Treasurer that he has been billed for services and that he has paid the bill. Acceptable documents to establish that the employee is entitled to be reimbursed will include photocopies of bills, cancelled checks and receipts.
3. Services covered by the Dental Plan include all dental expenses paid to a certified or licensed medical practitioner, including examinations, medical referrals, x-rays, laboratory expenses, consultations, diagnosis, cleaning and polishing of teeth, extractions or other oral surgery, fillings, treatment of diseases, bridges, dentures, braces and appliances. It is the intent of the City to make this coverage as broad and comprehensive as possible, but in no case shall the reimbursement by the City for all expenses after the twenty-five dollar (\$25.00) deductible exceed the maximum of either

seventy-five (75%) percent of expenses incurred, or a maximum payment to any one employee of seven hundred fifty dollars (\$750.00) during the fiscal year, whichever is lower.

4. Exclusions: Any medical services compensable by any other coverages shall be excluded. Other coverages include Workmen's Compensation, Blue Cross, medical coverage provided by the employer of another member of your family, private insurance policies, auto and accident insurance. The City shall only reimburse expenses paid by the employee. If other compensation provides partial coverage, the employee will be covered, within the limits established by this policy, for the portion of the expenses paid for by the employee.
5. The City shall maintain a separate account for the reimbursement of employees' dental expenses. The City shall pay into this account one hundred fifty (\$150.00) dollars for each eligible employee each fiscal year. If there are excess funds within the account at the end of any fiscal year, the City shall confer with the Union to determine the feasibility of increasing the maximum amount the City shall reimburse any employee or their dependents. If other groups of City employees receive the benefit of this plan, the City shall be required to maintain only one (1) account for the administration of this plan.

6. Effective July 1, 1985, the City shall provide the City Dental Plan to all retirees and their spouses. The City shall pay part or all of the cost of such plan, depending on the employee's years of service with the City prior to retirement.

The following schedule shall determine the City's contribution to said cost under the provisions of this section.

Work incurred disability (total and permanent) with less than 10 years of City Service	40%
10 Years to less than 15 years of service	50%
15 Years to less than 20 years of service	60%
20 Years to less than 25 years of service	85%
25 Years or more	100%

All retirees, present and future, and their spouses shall receive such benefit for so long as either of them shall receive benefits through the City of Farmington Employees' Retirement System. Such benefit for the spouse shall continue only until their death or re-marriage, whichever shall occur first.

E. Carrier of Health Insurance Coverage - The City, in its sole discretion, shall determine the carrier of health insurance coverage. In the event that the City shall change its hospitalization carrier, such new carrier shall be required to provide the benefits equal to or better than provided herein.

1. The City may offer employees a choice of health insurance programs including, but not limited to, Health Maintenance

Organizations programs. If the employee elects an insurance program which costs more than the City is currently paying for insurance generally provided to other employees of the City, the employee shall be responsible for the difference in that cost.

2. That nothing herein shall be construed to prohibit the City and the Union from negotiating different coverage than the present plan provides. Such coverage would be subject to ratification by the parties.

XXXIV. LIFE INSURANCE

- A. The City shall provide and pay for term life insurance to employees in the amount of \$17,000; and effective July 1, 1984, \$18,000; and effective July 1, 1985, \$19,000; and effective September 1, 1986, \$20,000 per employee, double indemnity, upon the accidental death of said employee.
- B. This insurance shall include coverage for accidental death and dismemberment.
- C. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from the group plan must be done by the employee with the City assuming no responsibilities for such conversion.

XXXV. WAIVER OF BARGAINING DURING CONTRACT TERM

The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects 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, except by mutual agreement.

XXXVI. SEVERABILITY

This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

XXXVII. SUB-CONTRACTING

The employer shall not contract or sub-contract any work which would reduce the size of the bargaining unit below eleven (11) regular employees.

XXXVIII. LONGEVITY PROGRAM

The City will provide a Longevity Plan as follows:
 Effective July 1, 1986, and annually thereafter, a
 longevity payment shall be made to a qualified employee
 during the month of July:

<u>First Step</u>		<u>Intermediate Steps</u>		<u>Maximum Step</u>	
<u>Years of Service Needed</u>	<u>Payment</u>	<u>Yrs. Between Successive Steps</u>	<u>Increase per Step</u>	<u>Yrs. of Service Needed</u>	<u>Payment</u>
4	\$240.00	1	\$ 60.00	20	\$1,200.00

XXXIX. UNIFORMS

- A. The City will agree to supply each employee with five (5) new sets of uniforms each year, the care and cleaning of which shall be the responsibility of the employee. The employee may select to receive short sleeve shirts for summer wear. Should the uniforms be unsatisfactory to the Union, the employer shall be notified in writing. The employer agrees to meet and discuss the matter; however, the final decision shall remain the right of the employer.

- B. Each employee shall be required to wear the City issued uniforms.

XL. RETIREMENT

Upon a member's retirement, as provided for in the City Retirement Ordinance, the retired member shall receive a straight life pension equal to the number of years and fraction of a year of his credited service multiplied by a sum of one and eight tenths percent (1.8%) of his final average salary. All other provisions of the employee retirement program shall be governed by the City Charter and/or City Code.

TERMS

This Agreement includes Appendix "A" and Appendix "B" and will continue in full force and effect until 11:59 p.m. on June 30, 1992.

Section 1.

If either party desires to terminate this contract, it will give written notice of termination, not less than ninety (90) days prior to termination date. If neither party gives notice of termination as hereafter provided, or if such party giving notice of termination withdraws the notice prior to the termination date, this contract, including this Article, will continue in effect from year to year thereafter.

Section 2.

If either party desires to modify, revise, add to, or amend this contract, it will not less than ninety (90) days prior to the termination date, give written notice. If proper notice of amendment has been given, negotiations will commence not less than sixty (60) days prior to termination. This contract will continue in full force and effect during the term of negotiations under this section for a period not to exceed one year. Should impasse occur after a one year period, either party, upon ten (10) day written notice to the other, may terminate this Agreement.

Section 3.

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail, to the Union, to its president at his residence address and to the City of Farmington or to any such address as the Union or City may direct to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this fourth day of December, A.D., 1989.

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES AND COUNCIL 25,
LOCAL NO. 1456:

BY: Paul E. [Signature]
Don P. [Signature]
Matthew D. [Signature]

FOR THE CITY:
BY: Shirley v. Richardson
Shirley v. Richardson, Mayor
Josephine M. Bushey
Josephine M. Bushey
City Clerk

APPENDIX "A"

TYPICAL DISCIPLINARY ACTION

Levels and Causes for Discipline

Disciplinary action which may be applied to the following offenses:

1. Written Reprimand
2. 1 Day Suspension
3. 2 Day Suspension
4. 5 Days or longer Suspension
5. Dismissal

Cause for Action

Refusal to work during emergency
Stealing materials and equipment
Malicious damage to equipment
Conviction of serious crime
Endangering health & safety of others
Falsification of sick leave
Fighting on City property
Reporting to work or working under the
influence of intoxicating beverages
Gambling on City property
Refusal to do certain work
Endangering own health
Refusal to obey order of supervisor during working hours
Restricting production
Unapproved absence
Personal work on City time
Unauthorized use of City equipment
Abusive conduct
Insubordination
Goofing Off
Tardiness
Elongated coffee, clean up, or lunch breaks
Failure to maintain a Michigan vehicle operator license
Abuse of City equipment
Use of employee position to abuse other employees
Violation of work or safety rules
Violation of Department rules
Violation of City ordinances or State statutes which
results in incarceration or loss of community trust
necessary to perform work assignment

The level of disciplinary action shall fit the offense. The disciplinary action shall attempt to be corrective in nature. In imposing discipline on a current charge involving minor offenses, the employer may base his decision on prior infractions which have occurred within the twelve (12) month period immediately preceding the alleged infraction. When prior infractions are directly related to the current charge, then they may be used regardless of the time of occurrence of such infraction.

APPENDIX "B"

WAGES

Effective January 1, 1990

	<u>Laborer</u>	<u>MM-II</u>	<u>MM-III</u>	<u>Crew Chief & Mechanic</u>
Start	\$ 8.00	\$ 10.79	\$ 11.17	\$ 11.98
1 Year	8.10	10.89	11.32	12.13
2 Year	8.20	10.99	11.47	12.28
3 Year	8.30	11.09	11.62	12.43

Effective January 1, 1991

Start	\$ 8.33	\$ 11.29	\$ 11.75	\$ 12.60
1 Year	8.43	11.39	11.90	12.75
2 Year	8.53	11.49	12.05	12.90
3 Year	8.63	11.59	12.20	13.05

Effective January 1, 1992

Start	\$ 8.70	\$ 11.75	\$ 12.09	\$ 13.12
1 Year	8.80	11.85	12.29	13.27
2 Year	8.90	11.95	12.49	13.42
3 Year	9.00	12.05	12.69	13.57