

6/30/96

A G R E E M E N T

between

CITY OF FENTON

and

CITY OF FENTON EMPLOYEES UNION, UNIT #1

*Fenton, City of*

July 1, 1993 - June 30, 1996



1950-1951  
1952-1953  
1954-1955

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## PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Fenton, Michigan, hereinafter referred to as the "City" and City of Fenton Employees Union, Unit #1, hereinafter referred to as the "bargaining unit", pursuant to Act 336 of the Michigan Public Acts of 1947, as amended.

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

### ARTICLE I

#### RECOGNITION

##### Section 1 - Bargaining Unit

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of work for all employees covered in Michigan Employment Relations Commission Case R-380 G318 Unit #1 which reads as follows: "all full-time administrative and supervisory personnel, excluding clerks, police dispatchers, inspection personnel, city clerk, administrative assistant and all other employees."
- B. Classifications created subsequent to approval of this Agreement

where the functions, duties, and scope of responsibility for the position would be of a nature similar to the functions, duties, and scope of responsibility of the positions listed in Section 1-A will be subject to negotiations for inclusion in this bargaining unit.

## Section 2 - Aid to Other Unions

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

## Section 3 - Union Security

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- (a) The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- (b) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular employees, such payments shall

commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- (c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

#### Section 4

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- (a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- (b) Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.
- (c) Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the Union by first class mail, postage prepaid.

## ARTICLE II

### MANAGEMENT RIGHTS

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

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

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

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

To transfer, promote or demote employees;

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

To direct and control the work forces;

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

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

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

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

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## ARTICLE III

### NO STRIKE

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

## ARTICLE IV

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1

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

#### Section 2

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

Step 1. Any Administrator or Supervisor having a complaint in connection with his/her employment shall present it to the City Manager with the following understanding: Before initiating a grievance, the



employee must first discuss the matter orally with the City Manager or his/her designee.

Step 2. If the matter is not so resolved, the steward and/or the employee may discuss the complaint with the City Manager. If not resolved in this manner, it shall be reduced to writing on the regular grievance form provided by the Union, signed by the employee and presented to the City Manager within five (5) working days of the alleged grievance. The City Manager shall answer said grievance within five (5) working days of receipt of same.

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

### Section 3 - Arbitration

If the grievance is not settled in the step above, the Union Representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations. The arbitrator shall not have authority nor shall be considered his/her function to include the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in what is, in effect, a modification (whether by addition or subtraction) of written terms of this Agreement. The arbitrator has no

obligation or function to render a decision or not to render a decision merely because in his/her opinion it is unfair or inequitable. The decision of the arbitrator shall be final and binding on both parties.

Section 4

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

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

ARTICLE V

GRIEVANCE INVESTIGATION

Subject to sufficient advance notice and replacement consideration, the City shall grant time off with pay to the identified Union officials for the following Union activities:

Investigating grievances in accordance with the Grievance Procedures up to, but excluding Arbitration.

ARTICLE VI

REPRESENTATION

Section 1

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

Section 2 - Union Stewards

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

### Section 3 - Notice of Union Representatives

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

## ARTICLE VII

### DISCRIMINATION

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

## ARTICLE VIII

### ANTI-NEPOTISM

#### Section 1 - General Statement

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

#### Section 2 - Definitions

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

#### Section 3 - Policy

- A. Any immediate family member of a bargaining unit member shall not be considered for employment with the City.
- B. Two persons of the opposite sex who are married shall not be employed by the City. Where two or more individuals already in the employ of the municipal government in the same department or working within close physical proximity, even within different departments, become immediate family members by marriage, they shall be required to decide between themselves who shall leave the employ of the City and who shall stay. Should such employees be unable to reach an agreement within fifteen (15) calendar days, after notice from the City, the employee whose termination

is in the best interests of the City will be terminated immediately thereafter.

- C. In no case shall an employee participate directly, or indirectly, in the recruitment or selection process for a position for which a member of such employee's immediate family has filed an official employment application.
- D. Additional restrictions may be required by certain laws and/or regulations of the Federal or State government. Employees so affected are responsible for the awareness and adherence to any such law/regulations.
- E. Nothing in this section shall be construed to prohibit an employee's family member from being elected or appointed to the City Council or any Board or Commission.
- F. Existing family members who are employed by the City of Fenton as of January 29, 1991 shall be exempt from the provisions of this policy.

## ARTICLE IX

### PERSONNEL RECORDS

#### Section 1 - General Records

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

## ARTICLE X

### LEAVES OF ABSENCE

#### Section 1 - Requesting Leave of Absence

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

#### Section 2 - Educational Leave of Absence

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

#### Section 3 - Sick Leave

Sick leave shall not be considered an option that an employee may use at their discretion, but shall be utilized only when there is actually a sickness disability which required their absence from work.

- A. Regular employees shall earn paid sick leave on the basis of one work day for each completed month of service.
- B. Regular employees rendering service in a part-time permanent position shall earn that fraction of a full work day for each completed month of service that is determined by the ratio of hours actually worked to the full time-hours.

- C. All administrative and supervisory employees may accumulate unlimited paid sick days.
- D. Sick leave shall be charged in amounts of one-half (1/2) day for absence on a duty day of two (2) to four (4) hours and a full day for absence of over four (4) hours.
- E. To be paid for sick leave, an employee or a member of his/her immediate family must call into his/her department or division reporting his/her absence not later than one-half (1/2) hours after the beginning of his/her tour of duty.
  - 1. To be paid for sick leave, an employee must call in on each day of his/her absence or clearly establish what the duration of his/her absence will be.
- F. Vacation time may be used as sick leave, when requested, whenever absence due to illness exceeds the amount of sick leave earned and authorized.
- G. All unused paid sick leave shall be credited to any employee recalled from layoff, transferred to another department, or returned from leave of absence.
- H. After all paid sick leave has been used, sick leave without pay shall be granted to employees who provide evidence that they are unable to perform their work on account of emotional disturbances, nervousness, or illness.
- I. Administrative and supervisory employees, upon termination of employment with the City, shall receive pay from the City for one hundred percent (100%) of the accumulated sick leave as shown on the records in the Personnel Department.

Section 4 - Funeral Leave

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

#### Section 5 - Personal Leave

Upon written request to, and approval from, the city manager or his/her designee an employee may use up to three (3) sick leave days per year to attend to personal business, provided it does not substantially impair the operation of their department. An employee shall request a personal leave in writing in advance of the date desired. Beginning 7-1-94, employees using four (4) or less sick days during any contract year July 1st through June 30th, (not in conjunction with personal days), shall be given one (1) personal leave day the following contract year in place of one (1) charged sick leave day for personal leave.

#### Section 6 - Injury Compensation

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



in accordance with A. above. The City further agrees to continue its insurance contributions during the period the employee is receiving benefits from the City's workers compensation insurance carrier unless any of the following has occurred: the employee has retired; the employee is able to secure gainful employment with benefits; the employee has lost seniority.

#### Section 7 - Jury Duty

The city agrees to pay the difference between jury pay and the employee's salary provided satisfactory proof is submitted of the amount of jury pay received and that the employee actively served on jury duty. Whenever employees are released and they can report to work on that day, they will be expected to return to work. This provision will not apply if employees volunteer for jury duty.

### ARTICLE XI

#### SENIORITY

#### Section 1 - Military Service

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

#### Section 2 - Loss of Seniority

The employee shall lose seniority if he/she has been laid off or for any reason not worked for the City for a continuous period exceeding his/her seniority or two (2) years, whichever is shorter. The employee's seniority shall be frozen at the month of departure unless that employee uses eighty (80) hours of accrued time in any one month, that month will be added to the total seniority of the employee. If a former employee is reemployed at

regular full-time status, that person's accumulating new seniority will be added to the previous frozen, accrued seniority to equal their seniority.

ARTICLE XII  
CONDITIONS OF WORK

Section 1 - Hours

- A. The standard duty day for bargaining unit employees shall be 8:00 a.m. to 5:00 p.m.; except for the Police Chief, whose standard duty day shall be 7:00 a.m. to 4:00 p.m. and the DPW Foreman and Water Superintendent, whose standard duty day shall be 8:00 a.m. until 4:30 p.m. Bargaining unit employees shall receive one (1) hour lunch periods, except for the DPW Foreman and Water Superintendent, who shall receive one half (1/2) hour lunch periods. Lunch periods and breaks shall be scheduled by the City. The standard work week shall consist of five (5) consecutive duty days, beginning Monday at 12:00 a.m. and ending Sunday at 11:59:59 p.m.

Section 2 - Overtime

Overtime is time worked in excess of the standard work day of the standard work week. Overtime worked shall be compensated in accordance with the following schedule:

- A. All supervisory personnel will receive one and one-half (1 1/2) hourly pay for each hour worked in excess of eight (8) hours in one day or forty (40) hours in one week, except that double time shall be paid for Sunday.
- B. In lieu of overtime, each administrative position may receive compensatory time off upon application to the City Manager, who may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate

or be interpreted to create a vested right to compensatory time off or to accumulate such time.

### Section 3 - Meeting Pay

Any supervisory bargaining unit employee (Building and Zoning Administrator, Water Department Superintendent or DPW Foreman) required to attend a meeting outside their regular scheduled hours shall receive a minimum two (2) hours pay.

### Section 4 - Job Security

- A. When any employee is hired, promoted or assigned to a classification in this bargaining unit they shall be considered probationary for a one-year period from the date of appointment or a lesser period if agreed by the Union and the City Manager.
  - 1. During this period an employee may be removed and returned to his/her former classification, if applicable, without recourse to any procedure provided under this agreement by direction of the City Manager.
  - 2. Upon completion of the probation period, employees will be considered permanent employees in this classification.
- B. The City retains the right to eliminate any classification or reduce the number of employees in that classification, by seniority; however, if such classification is reinstated, all former employees shall be offered re-employment, by reverse order of layoff in that classification, if it is reinstated within two years of layoff.
- C. Permanent employees may be removed from their position for "just cause".
- D. The "just cause" standard will be met whenever the City notifies the employees, in writing, the specific conduct that is required

and the employee refuses or fails to comply with the conduct required within a reasonable period of time.

Section 5 - Working Conditions

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

Section 6 - Jobs Classification

Any job descriptions that are developed by the City will be provided to the employees involved for comments or suggestions prior to its adoption by the City.

Section 7 - Job Classifications for New Positions

When new job classifications are needed, the City shall establish the duties and pay rate of such classifications and shall notify the Union at the time the position is activated. If the Union disagrees with the rate of pay for the classification they shall file a written grievance within thirty days of such notification.

Failure to file a grievance in accordance with this section shall be an acknowledgement that the rate is correctly established.

Failure to resolve the rate of pay may be processed through the grievance procedure including the right to have arbitration for the purpose of resolving the rate of pay only.

ARTICLE XIII

VACATIONS

Section 1

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

One (1) year of service	Ten (10) days
Four (4) years of service	Fifteen (15) days

Ten (10) years of service

Twenty (20) days

Twenty (20) years of service

Twenty-five (25) days

Employees must work at least 1040 hours in the year immediately preceding their anniversary date in order to qualify for vacation pay.

#### Section 2

Employees shall be eligible for vacation upon completion of one year and shall be credited vacation days each year from their anniversary date.

#### Section 3

Vacation pay shall be based upon the employee's wage rate as of the first day of his/her vacation.

#### Section 4

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

#### Section 5

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

#### Section 6

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

ARTICLE XIV

HOLIDAYS

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

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

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

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

ARTICLE XV

LONGEVITY PAY

Any employee who has completed his/her probationary period on December 1st shall receive two days longevity pay by the first Thursday in December providing the employee is actively at work on December 1st.

One additional day's pay shall be added after each five complete years of service with the City.

ARTICLE XVI

## INSURANCE

### Section 1 - Health Insurance

- A. Upon submission of a written application, the City shall provide without cost to all full-time employees and their immediate family, Blue Cross/Blue Shield Comprehensive Hospital, Semiprivate Room, Rider D-MVF-1 Medical Surgical Plan, Rider F and S Prescription Drugs, \$2.00 Co-Payment, Rider ML and Vision Care Plan, its equivalent, or current HMO at the option of the employee. To the extent permitted by law, Blue Cross/Blue Shield or Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.
- B. An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within 30 days of his/her eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the City for failure to comply with this paragraph.
  1. Employees eligible for Medicare benefits on or after January 1, 1984, must notify the City, in writing, of their primary program election. Employees can either elect Medicare or the City provided plan as their primary program (as required by T.E.F.R.A.)
  2. The City will not be liable for any penalties against the employee by the insurance carrier (including Medicare) as a result of his/her election.
  3. To the extent permitted by law, premiums for Medicare supplement and Medicare Part B. premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.

- C. Employees electing health coverage are required to submit, annually, an affidavit certifying they are not covered under any other employer-sponsored Blue Cross/Blue Shield group health insurance program before the health insurance subsidy will be implemented to the City.
- D. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Section 1A - Health Insurance

Effective 8/1/94, the City shall provide without cost to all full-time employees and their immediate family, Blue Cross-Blue Shield Insurance Comprehensive Hospital Care PPO, Semi-Private with Riders; \$5.00 Prescription Co-pay, and Vision Care Plan or its equivalent protection for each month the employee is actively at work. This coverage replaces the specified coverage in the above section. The City will also offer without cost to full-time employees, a Blue Care Network HMO, BCN-5, Option II, with a \$5.00 prescription co-pay or its equivalent protection. If during any fiscal year beginning 8-1-94, the expense of related \$5.00 co-pays total more than \$500.00, the City shall remunerate the employee for that amount over \$500.00 until that 12 month period has ended. The employee shall submit the proper documentation to the City for approval of this remuneration. The City shall also attempt to offer a Blue/Cross Blue Plan N, CMM, PPO with a \$5.00 prescription co-pay, if the City is able to secure at least the minimum number of enrollees required for the program.



The current Health Plus HMO will continue to be offered to the bargaining unit members under the following conditions:

- 1) It will not be offered to new employees.
- 2) The City will pay the premium for the current employee only.
- 3) If the employee wishes to have coverage under this plan for eligible members of his/her family, the employee must pay the difference in premium between the Health Plus premium for the employee and spouse and/or dependents and the next highest premium that the employee could choose for coverage for the employee and spouse and/or dependents. The amount of payment would be capped at \$75.00 per month for coverage for two and \$100.00 per month for coverage for three or more.

#### Section 2 - Life Insurance

- A. The City shall provide all bargaining unit employees with full-paid double indemnity life insurance coverage in the amount of \$35,000 as soon as possible after ratification of the agreement by both parties.
- B. Employees who have city-provided term life insurance, as provided through the insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

#### Section 3 - Long-Term Disability Insurance

The City shall provide a long-term disability policy to bargaining unit employees in the amount of 60% of base salary up to \$2,000 per month benefit to age 65, with a 90 day elimination period, effective as soon as possible after ratification of agreement by both parties. Short-term disability insurance will no longer be offered to the bargaining unit.

### Section 3A - Disability Days

Beginning 7-1-94, bargaining unit employees shall accrue disability days at the rate of four (4) hours per month of service. These days shall be banked separately and not subject to redemption at retirement. This accrued time is to be used exclusively to receive compensation during the elimination period of the above specified long-term disability policy. This time can be used alone or in combination with other accrued time to receive compensation during the elimination period. Disability days payment will occur when it is established from a medical report that the disability will span at least 90 days and the disability policy will come into effect.

### Section 4 - Dental Insurance

The City shall provide all full-time bargaining unit employees with full paid Delta Dental Plan D or its equivalent.

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

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

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

### Section 5

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

### Section 6 - Optional waiving of Coverage

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

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

year for which coverage(s) is waived. These monies will be deposited by the employee in a qualified deferred compensation program.

#### Section 7 - City Continuation of Insurance Benefits

An employee on leave without pay for nonservice connected illness or disability shall have his/her health insurance benefits paid in full by the city for the first six (6) months of such leaves. The city will also pay its portion of an employee's life insurance premium for six (6) months of such leaves. If an employee is laid off, the city will continue to pay health insurance premiums and its portion of life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the city's insurance plans under the provisions of C.O.B.R.A. for up to eighteen (18) months. Laid off employees who have not secured any other employment may remain in the city's insurance plans beyond 18 months, subject to the approval of the city's carrier.

#### Section 8 - Liability Insurance

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

#### Section 9 - Deferred Compensation Program

The City shall make available, to all interested bargaining unit employees, the Deferred Compensation Plan offered by the International City Management Association and the U.S. Conference of Mayors.

#### Section 10 - Retirement Benefits

The City shall provide, and pay in full, the Michigan Employees Retirement System Program B-2, with F-55 waiver (25/55) for all bargaining

unit employees. If (according to our actuaries) funding levels decrease to the point of requiring a contribution into the MERS pension system, the Union will agree to pay a portion of the contribution from payroll withholding. This will be a subject for negotiations at the time that this contribution becomes mandatory, and the agreed percentage of gross payroll that will be contributed by bargaining unit employees will be retro-active to the date of the required contribution.

## ARTICLE XVII

### UNIFORMS

The City shall provide uniforms and cleaning of uniforms, except for shoes and socks, for the Police Chief. The City may provide uniforms and cleaning of uniforms for the Department of Public Works Foreman and Water Department Superintendent, excluding socks. The City will provide the Building and Zoning Administrator, Director of Public Works, Department of Public Works Foreman and Water Department Superintendent, in accordance with the general provisions of the Department of Labor, General Industrial Safety Standard Regulation effective this date, a maximum of one-hundred dollars (\$100.00) per employee for the purchase of duty related safety shoes per year. The employee shall be required to provide proof of purchase and shoes being replaced.

ARTICLE XVIII

WAGES, SHIFT PREMIUM

Section 1 - Wages

Position:	7/01/92 to 6/30/93	7/01/93 to 6/30/94	7/01/94 to 6/30/95 to	<del>6/30/95</del> 7-1-95 7/01/95 2-30-96
Assessor	\$33,078	\$35,441	\$36,859	\$38,333
Building and Zoning Administrator	\$16.01/hr	\$17.15/hr	\$17.83/hr.	\$18.55/hr
D.P.W. Foreman	\$15.42/hr	\$16.54/hr	\$17.20/hr	\$17.89/hr
Dir. Public Works	\$44,118	\$46,923 <sup>902.36</sup>	\$48,800	\$50,752
Police Chief	\$44,118	\$46,923	\$48,800	\$50,752
Water Department Superintendent	\$16.74/hr	\$17.91/hr	\$18.63/hr	\$19.37/hr
Treasurer	\$36,106	\$38,590 <sub>761.34</sub>	\$40,134	\$41,739

New employees hired into positions in Unit 1 shall receive probationary wages of 90% of the maximum wage shown above in the above classification, 95% after 6 months and 100% after one year.

Section 2 - Shift Premium

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

ARTICLE XIX

GENERAL PROVISIONS

Section 1 - Tuition Reimbursement

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

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

Section 2 - Conferences and Workshops

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

Section 3 - Union Notices on Bulletin Boards

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

Section 4 – Pay Plan and Job Description Distribution

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

Section 5 – Working Agreement Distribution

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

Section 6 – Separability

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

Section 7 – Relations to Regulations

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

ARTICLE XX

TERMINATION

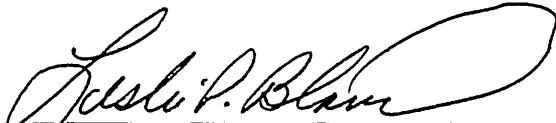



This agreement shall become effective on the date that both parties have ratified, except the salary schedule which is effective July 1, 1993, and its terms and conditions shall remain in full force and effect until June 30, 1996, and from year to year thereafter unless either party hereto shall notify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


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

FOR THE UNION

FOR THE CITY OF FENTON

  
Leslie P. Bland, President

  
James V. Creech  
Acting City Manager

  
Gerald Cattaneo, Steward

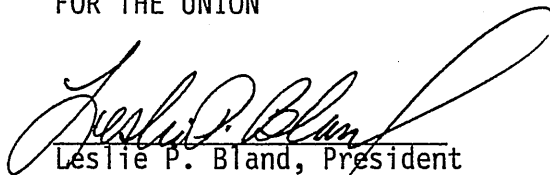
  
Lucille Little, City Clerk

Letter of Understanding  
HEALTH INSURANCE OPTIONS

The City of Fenton and the City of Fenton Employees Union, Unit #1 agree that Jack Stone, and Ken LaBelle will continue to be offered the current Health Plus policy at no cost to them as long as it is available to the employees of the City of Fenton, or until the next enrollment period in August of 1995. The Union and the City agree that these are the only two cases where this will be allowed, and that this arrangement will only be for this duration.

In witness whereof, the parties have set their hand this \_\_\_th day of June, 1994.

FOR THE UNION

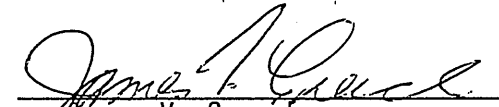


Leslie P. Bland, President



Gerald Cattaneo, Steward

FOR THE CITY OF FENTON



James V. Creech  
Acting City Manager



Lucille Little, City Clerk

✓  
AC  
5/30/AC