

6/30/94

Rockford, City of

A G R E E M E N T

between

THE CITY OF ROCKFORD

and

THE SERVICE EMPLOYEES INTERNATIONAL UNION
and its

LOCAL UNION NO. 586

Effective: July 1, 1991, through June 30, 1994

A G R E E M E N T

THIS AGREEMENT is made and entered into this th day of 1991, at Rockford, Michigan, by and between the City of Rockford, hereinafter referred to as "Employer" or "City," and the Service Employees International Union, Local 586, hereinafter referred to as "Union."

RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby recognizes the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all employees employed by the City in the following described unit:

All full-time and regular part-time employees employed by the Rockford Public Services Department at 200 Industrial Drive, Rockford, as General Laborers and employed by the Rockford Water Department at the Water Plant as Operator, excluding the DPS Director, DPS Leadman, Water Plant Superintendent, the Assistant Water Plant Superintendent, all irregular part-time employees, seasonal employees, temporary employees, confidential employees, supervisors, executives, clerical employees, police employees, fire employees, and all other employees.

Section 1.2. Definitions. The terms "employee" and "employees" when used in this Agreement refer to and include only those full-time and regular part-time permanent employees who are employed by the City in the collective bargaining unit described herein.

(a) For purposes of this Agreement, the following definitions are applicable:

(1) Full-Time Employee: An employee who is working thirty-two (32) hours per work week on a regular schedule in a permanent City Position.

(2) Regular Part-Time Employee: An employee who is working regularly on a schedule, but who is working at least twenty (20) hours per work week, but not more than thirty-two (32) hours per work week in a permanent City position.

UNION SECURITY

Section 2.1. Union Security. All employees employed as of the effective date of this Agreement or thereafter hired or promoted into a job classification covered by this Agreement shall, as a condition of employment, upon completion of sixty (60) days of work, become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the monthly dues uniformly charged to Union members.

Section 2.2. Dues Deduction.

(a) During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the Employer agrees to deduct on a bi-weekly basis Union membership dues and assessments (excluding any initiation fees) uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes and files with the Employer a checkoff authorization form.

(b) The Union shall supply the employees with a checkoff authorization form approved by the City and shall transmit such checkoff authorization form to the payroll office. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

(c) Dues or fees shall not be deducted when an employee's net earning are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by an employee for any bi-weekly period that the employee's net earnings are insufficient to cover the amounts required.

(d) The Union shall notify the Employer, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.

(e) In cases where a deduction is made which duplicate

a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

(f) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages. The Union agrees to indemnify and hold the Employer harmless for all claims against the Employer in connection with the checkoff provisions herein.

Section 2.3. Representatives. The Employer agrees to recognize a collective bargaining committee composed of one (1) employee in addition to the Unit President. The function of the committee shall be to meet with management representatives for purposes of collective bargaining negotiations.

The Employer also agrees to recognize one (1) steward who shall be selected or elected by the Union from the collective bargaining committee. It shall be the function of the steward to administer this Agreement in accordance with the grievance procedure established herein. The steward shall be allowed reasonable time off without pay from his or her regular work schedule to process grievances under the grievance procedure.

Section 2.4. Notice of Representatives. The Unit President will furnish to the Employer written notice of the names of the Union steward and collective bargaining committee members before these representatives shall be recognized by the Employer.

Section 2.5. Non-employee Representatives. A local or International Representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the steward or representatives of the Employer concerning matters covered by this Agreement, provided, however, such visitation shall not interfere with performance of work by bargaining unit employees. A time and place for visits must be arranged by mutual agreement in advance between the Union and the Employer.

RIGHTS OF THE CITY

Section 3.1. Reserved Rights.

(a) The employer retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is

the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment and outside assistance, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance procedure established in this Agreement.

(b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to make rules and regulations relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance and arbitration procedure to the extent provided herein.

GRIEVANCE PROCEDURE

Section 4.1. Definition of Grievance. A grievance is defined as, and limited to, a written complaint by an employee or the Union involving an alleged violation of a specific provision of this Agreement.

The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. An employee shall register all grievances in writing with the employee's supervisor. Such grievances shall be submitted within three (3) calendar days from the date the employee was aware of or should have become aware of, with the exercise of reasonable diligence, the alleged violation. The supervisor shall review the facts and issue a written decision to the employee's grievance within fourteen

(14) calendar days following receipt of the grievance.

Step 2. If the employee is not satisfied with the decision of the supervisor in Step 1, the employee may file an appeal with the City Manager or his designee within fourteen (14) calendar days following receipt of the supervisor's decision. The City Manager or his designee shall review the facts of the appeal and issue a written decision within fourteen (14) calendar days following receipt of the appeal. This decision shall be final, unless appealed to arbitration in accordance with the terms of this Agreement.

Section 4.3. Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing in words agreeable to both parties and shall be written on or attached to a copy of the written grievance and signed by the representatives involved. No grievance settlement shall be final or binding until approved by the City Manager or his designee.

Section 4.4. Time Limits. Grievances not filed or appealed within the designated time period shall be considered settled on the basis of the last determination by management. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) calendar days of the expiration of the specified time limits. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

Section 4.5. Arbitration Request. The Union may appeal arbitration of any unresolved grievance of an employee by giving written notice to the Employer within seven (7) calendar days following receipt of the City Manager's written answer in the grievance procedure.

Section 4.6. Selection of Arbitrator. Upon the filing by the Union of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The Union shall strike the first name from the list.

The cost of the arbitrator and the expenses of the hearing shall be shared equally by the Employer and the Union. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

Section 4.7. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation

of this Agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement and shall have no power or authority to add to, amend modify, nullify, or ignore in any way the provisions of this Agreement. It is the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the relinquishment of specific rights by the Employer. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award of the arbitrator shall be retroactive more than three (3) days prior to the time that the grievance was first submitted in writing.

The arbitrator's decision shall be final and binding on the Union, Employer and employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

Section 4.8. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing after his or her testimony is completed.

Section 4.9. Exclusive Procedure. The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure.

STRIKES AND ILLEGAL ACTIVITY

Section 5.1. Strikes and Illegal Activity. During the term of this Agreement, or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, including, but not limited to, primary strikes or sympathy strikes against the Employer, or engage in, either directly or indirectly, any complete or partial stoppage of work, walk out, slowdown, picketing, or refusal to do reasonably assigned work, refusal to cross any picket line of any employer, or interfere in any manner with any of the normal operations of the Employer or in any conduct which

causes or results in such interference.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this Section. It is expressly acknowledged that discharge is an appropriate penalty for any violations of this Section and any appeal under the grievance procedure shall be limited to the factual determination of whether the employee or employees did, in fact, engage in any activity prohibited by this Section.

HOURS OF WORK

Section 6.1. Work week. Unless specified otherwise, the official work week of City employees shall be forty (40) hours, not including meal periods. However, nothing in this Section shall be considered a guarantee of a minimum number of hours per work week.

Section 6.2. Overtime. All hourly employees shall receive overtime pay for all work performed beyond eight (8) hours in one workday or forty (40) hours in one work week. All overtime work shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. In lieu thereof, if approved in advance by the City Manager or his designee, an employee may take compensatory time off during the pay period at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked in excess of forty (40) hours in one work week.

All overtime work must be approved by the City Manager or his designee prior to engaging in overtime. There shall be no pyramiding of overtime.

Section 6.3. Rest Periods. When operational requirements and work levels permit, employees shall receive one fifteen (15) minute rest period during each one-half day of work at the work site where reasonable shelter exists. Employees in positions which require the uninterrupted presence of an employee shall receive such rest period only when qualified relief is available and practicable. The City retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units.

Rest periods may not be postponed or accumulated. If an employee does not receive a rest period, such rest period may not be taken during a subsequent one-half day (4 hours) of work.

Section 6.4. Callout Pay. Any employee called out to work for any hours outside his or her normal working hours shall be paid a minimum of two (2) hours pay at his or her regular rate.

SENIORITY

Section 7.1. Definition. Seniority is defined as the length of the employee's continuous service with the Employer, from the employee's last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Employer reduced by leave of absence without pay. Leave of absence without pay is defined as the time that the employee was absent from his regular scheduled work week and was not entitled to pay. The application of seniority shall be limited to the preferences and benefits specifically provided in this Agreement.

Section 7.2. Loss of Seniority. Seniority shall be lost under the following conditions:

- (a) By quit or discharge;
- (b) If the employee is absent from work for three (3) consecutive working days without properly notifying the Employer. This subsection only refers to failure of an employee to properly notify the Employer and even though such notification is given, the employee is still subject to disciplinary action depending upon the reason for the absence.
- (c) Failure to return to work upon recall from a layoff as set forth in the recall procedure;
- (d) Failure to return from a leave of absence at the end of the authorized period without providing the Employer an acceptable excuse for the absence.
- (e) Laid off for lack of work for more than one (1) year or length of seniority, whichever is less;
- (f) Retirement.

Section 7.3. Probationary Employees. All employees shall be considered on probation for the first six (6) months after their commencement of work. An employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without recourse to this Agreement.

Upon satisfactorily completing the probationary period, the employee's name shall appear on the seniority list as of his or her most recent date of hire.

Section 7.4. Seniority List. Upon the execution of this Agreement, an up-to-date seniority list shall be presented to the Unit President within five (5) days after the date of execution. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Unit President an updated seniority list upon request.

LAYOFF AND RECALL

Section 8.1. Layoff Procedure. In the event that a reduction in personnel occurs, the Employer agrees to lay off the employee with the least seniority in the classification affected, provided, however, that the remaining senior employees have the experience, ability and training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, ability and training to perform the required work.

Section 8.2. Recall. Recall to work shall be in reverse order of layoff provided the employee has the experience, ability and training to perform the required work. Upon recall, an employee must return to his or her former classification. Employees shall have five (5) calendar days from the date of mailing of the recall notice to notify the Employer whether the employee intends to accept the recall.

Employees who are laid off shall have recall rights for a period not to exceed one year or the length of the employee's seniority, whichever is less.

Section 8.3. State or Federally Funded Employees. Notwithstanding any other provision of this Agreement, employees whose positions are funded either entirely or in part by a State or Federally funded program may be laid off or discharged if the funding for their position is no longer available. The Employer shall attempt, but is under no obligation, to hire these employees as regular employees when and if their funding is discontinued.

Section 8.4. Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.

EMPLOYEE MOBILITY

Section 9.1. Transfers. An employee may be temporarily or permanently transferred by the Employer to another

classification at any time. To be eligible for a transfer to a classification with entry requirements that are significantly different from those of the position currently held, the employee must be eligible for that class.

Section 9.2. Demotions. With the approval of the City Manager, an employee may be demoted as an alternative to layoff or discharge of the employee. A demotion may be voluntary or involuntary on the part of the employee. To be eligible for demotion to a particular class, the employee must be eligible for that class.

Section 9.3. Temporary Appointments. Notwithstanding the exclusion of such positions from the bargaining unit, the Employer reserves the right to make seasonal appointments, temporary appointments, temporary transfers, and other forms of temporary assignment of duties.

LEAVES OF ABSENCE

Section 10.1. Paid Sick Leave. It is agreed that sick leave shall be earned and used in accordance with the following:

(a) Paid sick leave is that period of time which a regular full-time permanent employee is authorized by the City Manager or his designee to be away from the job with pay because of the employee's illness, the employee's injury not incurred in supplemental employment, or the employee's doctor/dental appointment. Sick leave taken for employee's doctor/dental appointment shall be limited to the time needed for the appointment and travel time. Appointments shall be substantiated with a note from the doctor/dentist.

(b) Paid sick leave shall accumulate on a monthly basis. The maximum accumulation shall be eight hours per month less one-tenth (0.1) hour for every two hours or fraction thereof of leave without pay, during the month. However, employees who have exhausted their accumulated sick leave and are absent from work without pay shall continue to earn sick leave credit pursuant to this section if said absence meets the standards for sick leave use set forth in Section 10.1(a).

(c) Sick leave credit may be accumulated from year to year up to a maximum of seventy-two (72) workdays. Sick leave credit accumulated beyond seventy-two (72) days will be paid to the employee in July each year at the rate of one-half (1/2) of the employee's regular pay. Upon the employee's retirement from the City of Rockford or death, the employee's unused accumulated sick leave shall be converted to cash. Upon voluntary termination from the City, employee shall receive one-half of employees regular rate of pay for all unused accumulated sick leave.

(d) When an employee is away from the job because of illness or injury under this Section more than three (3) consecutive days or when abuse of sick leave is suspected, the Employer reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this Section. The Employer also reserves the right to require a medical certificate verifying the employee's fitness to return to work.

Section 10.2. Funeral Leave. If a death occurs among members of an employee's immediate family, the employee shall be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death through the day after the funeral, but not more than five (5) working days which shall be without loss of sick leave.

Immediate family shall be defined as: spouse, child, father, mother, sister, brother, father-in-law, and mother-in-law.

In addition, time off without loss of pay not to exceed two (2) workdays shall be allowed to attend the funeral in the case of the death of the employee's uncle, aunt, nephew, niece, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half-brother, and half-sister, which shall be without loss of sick leave.

Section 10.3. Leave Without Pay. Upon approval by the City Manager, an employee shall be granted a leave of absence without pay for a period of time not to exceed twenty (20) workdays. Request for such leave must be submitted in writing in advance to the City Manager. Such employee shall be reinstated in the position held prior to the leave provided the position still exists and the employee returns within twenty (20) workdays.

Section 10.4. Jury Leave. Permanent employees will be given leaves of absence with pay for working time lost up to a maximum of twenty (20) workdays when called to serve on jury duty. Such employees will be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period. Any employee called to such duty who is excused from service prior to two (2:00) p.m. of any workday, shall report to his or her regular City duty for the remainder of that day.

Section 10.5. Military Leave. Military leave without pay shall be available as required by law to employees who are members of any branch of the U.S. Armed Service Reserve or

National Guard. The City reserves the right to require proper documentation of such military duty by the appropriate commanding officer.

HOLIDAYS

Section 11.1. Holidays. Full-time permanent employees who are not on probation shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Day after Thanksgiving Day
	Employee's Birthday

Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered the holiday. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.

Section 11.2. Holiday Eligibility. An employee, to be eligible for a holiday with pay, must be an employee on the day of the holiday and must have worked on his or her scheduled workdays immediately preceding and immediately following the holiday.

Each eligible full-time employee shall receive eight (8) hours pay at his or her regular rate (as of the holiday) for holidays not worked.

Section 11.3. Holiday Work. Hourly employees who are directed to work on a holiday recognized by this Agreement (except the employee's birthday) will be compensated either in pay or compensatory time off at the discretion of the Employer, at a rate of one and one-half (1-1/2) times the number of hours worked on the holiday.

(a) Any pay for work on a holiday shall be based on the employee's rate of pay as of the date of the holiday worked.

(b) Compensatory time off for holiday work shall be used as soon thereafter as possible. Scheduling of compensatory time off shall be at the discretion of the Employer. However, if the employee is unable, due to work required by the Employer, to take such compensatory time off within six (6) months after it is earned, the employee shall receive a wage payment for such compensatory time at his or her rate of pay as of the holiday on which it was earned.

(c) Employees scheduled to work on a holiday that do not work the scheduled holiday hours, shall not be entitled

to the holiday benefits. The employee may be paid according to Section 10.1 if the requirements of that Section are met.

Section 11.4. Floating Holiday. All permanent full-time employees shall be entitled to two (2) floating holidays per year. A floating holiday is a paid leave of absence, and may be used at any time, and for any reason, provided advanced approval is obtained from the City Manager or Department Head. Overtime or premium pay shall not be paid to anyone for work on a day that has been previously scheduled as a floating holiday.

Section 11.5. Personal Leave. All permanent full-time employees shall be entitled to one (1) paid day per year for attending to personal matters. Personal leave days may not be taken while an employee is on or in conjunction with vacation or sick leave, and it may not be accumulated from year to year.

VACATION

Section 12.1. Vacation. Full-time permanent employees shall accumulate vacation at the rates provided below based upon the length of the employee's continuous service with the City:

<u>Years of Employment</u>	<u>Length of Vacation</u>
1 year	5 days
2 through 7 years	10 days
8 through 15 years	15 days
16 years and over	20 days

The above rates shall be applicable during the first full calendar year after the employee has reached the specified seniority level.

Section 12.2. Vacation Use. Vacation time may not be accumulated from year to year. However, if the employee is unable to take such time off due to work required by the Employer, the employee shall be allowed to carry such unused vacation time into the first three months of the next fiscal year. Although the Employer reserves the right to schedule vacations, it will attempt to schedule vacations with due regard for seniority, employee preference, and needs of the Employer as determined by management. Employees must use five (5) days of vacation time in a full-week block. The remainder of vacation may be taken in full or half-day increments, both subject to approval by the DPS Director or Water Plant Superintendent as workload and staffing permits.

Section 12.3. Vacation Pay. An employee will be paid for

vacation time off on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate of pay at the time he or she takes vacation time off. Vacation pay earned, but not paid at the time of termination of employment, will be paid to employees who have given at least ten (10) working day's notice in writing to the Department Head of the intention to leave employment.

INSURANCE

Section 13.1. Hospitalization Insurance. The City of Rockford shall continue to provide all regular full-time permanent employees with health insurance coverage as set forth in its existing group plan, or substantially equivalent coverage as determined by the City. Selection of the health insurance carrier shall be made exclusively by the City. Premiums for the employee and his or her dependent(s) shall be fully paid by the City of Rockford.

Section 13.2. Alternative Medical Care Option. The City may offer to employees various health maintenance or health insurance plans as an option to the employee. These optional plans may be in addition to or a replacement for current coverage. The City shall determine which of any options will be offered. Each employee may elect to participate in any option that the City may choose to offer, provided said employee is eligible for health coverage under Section 13.1. To participate in and continue receiving an offered option, the employee must request the option in writing, and include the authorization for the City to make monthly payroll deductions from the employee's pay in an amount equal to the monthly cost increase due to the election of the option. It is recognized that said amount may fluctuate from time to time due to premium rate changes and that the employee is responsible for payment of such increases. The City reserves the full right to select optional plans, withdraw all options, or cancel any optional plan in effect at any time.

Section 13.3. Life Insurance. Effective as soon as the insurance carrier can implement the policy, the City shall provide all regular full-time permanent employees with term life insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000.00). Selection of the life insurance carrier shall be at the sole discretion of the City. Premiums for the employee shall be fully paid by the City.

PENSION

Section 14.1. Pension. The City shall continue the retirement contribution and benefit levels as currently provided under the Michigan Municipal Employee's Retirement System. Effective January 1, 1994, the current plan shall be

improved to benefit plan B-1 of the Michigan Municipal Employees Retirement System.

WAGES

Section 15.1. Wages. The City shall determine the classification and wage range for each employee or any classification established during the term of this Agreement. The rates and their respective classification are attached as Appendix A and incorporated as part of this Agreement. The City reserves the right to establish and/or modify payroll periods, not to exceed Fourteen (14) calendar days between pay periods.

Each range has a hiring minimum for the class, a minimum rate as a non-probationary employee and a maximum rate.

Section 15.2. Hiring Rate. New hires may be started at any level within the established pay range as determined appropriate by the City Manager due to qualifications, ability, special skills and/or experience. Such appointment shall be subject to the standard probationary period.

Section 15.3. Longevity. All full-time employees who are actively employed on their anniversary date of hire each year and who have completed a minimum of five (5) years' full time continuous employment with the Employer shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full time Continuous Employment</u>	<u>Benefit Amount</u>
5 Years	\$100.00
10 Years	150.00
15 Years	200.00
20 or More Years	250.00

Longevity benefits shall be paid to eligible employees on the Employer's first (1st) payroll period in December of each year following the employee's anniversary date of hire each year.

Section 15.4 Certification Bonus. All full-time employees who receive an S (water distribution operator) license or an F (water treatment plant operator) license, or an upgrade to said license, shall receive a one-time bonus of \$250.

MISCELLANEOUS

Section 16.1. Work Assignments. The Union acknowledges that all work performed is the work of the Employer and that no bargaining unit employee or group of employees has the sole right to perform any specific duties or work to the exclusion

of any other bargaining unit employees or any non-bargaining unit employees.

Section 16.2. Work Rules. The Employer reserves the right to establish reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 16.3. Building Use. The Employer agrees to provide space in the City Building for all meetings by this unit, provided that such unit submits a written request to the City Manager at least five (5) days prior to such meeting.

Section 16.4. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.5. Separability Clause. Any part of this Agreement which shall conflict with applicable law now or in the future, shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement.

It is further agreed that in the event of any provisions becoming invalid or unenforceable, both parties shall meet to re-negotiate only the provisions so invalidated.

Section 16.6. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

TERMINATION

Section 17.1. Duration. This Agreement shall remain in full force and effect until June 30, 1994, at midnight. The Union shall supply and serve upon the Employer the notices required under the Public Employment Relations Act prior to the termination of this Agreement.

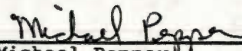
IN WITNESS WHEREOF, the parties have signed this Agreement on the _____ day of _____, 1991.

CITY OF ROCKFORD

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 586



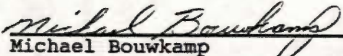
Daryl J. Delabbio
City Manager/Clerk



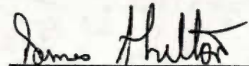
Michael Pepper



Attest: John L. Strauss



Michael Bouwkamp



James Shelton

APPENDIX A

	Start	1 Year	2 Years	3 Years	4 years
Laborer					
7/1/91	\$8.50	\$9.12	\$9.74	\$10.37	\$11.26
7/1/92	\$8.76	\$9.39	\$10.03	\$10.68	\$11.60
7/1/93	\$8.98	\$9.62	\$10.28	\$10.95	\$11.89
Water Plant Operator					
7/1/91	\$8.86	\$9.48	\$10.11	\$10.73	\$11.63
7/1/92	\$9.13	\$9.76	\$10.41	\$11.05	\$11.98
7/1/93	\$9.36	\$10.00	\$10.67	\$11.33	\$12.28