

4/4/97

AGREEMENT BETWEEN
THE
CITY OF SPRINGFIELD
AND THE
CITY OF SPRINGFIELD DPW EMPLOYEES
CHAPTER OF LOCAL 331
AFFILIATED WITH
MICHIGAN COUNCIL 25
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

1994 - 1997

Springfield, City of

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AGREEMENT

This Agreement entered into at Springfield, Michigan, between the City of Springfield (hereinafter referred to as the Employer), and the City Springfield Employees, Chapter of Local #331, affiliated with Council #25 AFSCME AFL-CIO (hereinafter referred to as the Union).

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

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 Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining services to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Section 1.1: Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

ALL FULL-TIME AND REGULAR PART-TIME DEPARTMENT
OF PUBLIC WORKS EMPLOYEES, BUT EXCLUDING:
CITY HALL EMPLOYEES, AND SUPERVISORS
AS DEFINED BY THE COMMISSION.

ARTICLE II - EMPLOYER RIGHTS

Section 2.1: Operation. The Union recognizes the prerogatives and responsibilities of the Employer to operate and manage the affairs of the Public Works Department in all respects in accordance with its powers, authority, and obligations to its citizens. The Union further recognizes that the Employer retains the right to:

(A) Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.

(B) Hire, assign, accomplish reductions in work force where justified by lack of work or funds by means of layoffs as defined in the layoff section of this Agreement.

(C) Permit City of Springfield employees not included in the bargaining unit to perform bargaining unit work assignments in emergency situations when, in the opinion of the management, this is necessary for the conduct of service.

(D) Discipline employees, including discharge for just cause.

(E) Adopt, revise and enforce reasonable rules and regulations within the department.

(F) Transfer, promote, demote employees from one classification within the department to another with just cause.

(G) Purchase such materials or equipment as deemed advisable.

Section 2.2: Enforcement. Rules, regulations, policies and procedures concerning the management of the Employer of the terms of this Agreement and any other such policy or procedure which shall affect the rates of pay, hours of employment, or other conditions of employment of the employees covered hereby shall be subject to the grievance procedure as set forth herein.

ARTICLE III - UNION RIGHTS

Section 3.1: Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3.2: Agency Shop.

(A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

(C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing thirty (30) days following the beginning of their employment in the unit.

Section 3.3: Check Off.

(A) The Employer agrees to deduct from the wages of any represented employee who is (1) a member of the Union, all Union membership dues and initiation fees uniformly required, if any, or (2) not a member of the Union, the Union service fee. The Employee shall execute a written authorization form to be provided by the Employer. The written authorization form shall remain in full force and effect during the period of this Agreement and may be revoked only by written

notice, given during the period of thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given to both the Employer and the Union.

(B) Dues and initiation fees or service fees will be authorized, levied, and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees or service fees.

(C) The Employer agrees to provide this service without charge to the Union.

Section 3.4: Deduction Commencement and Remittance of Dues and Fees.

(A) Check off of deductions under all properly executed authorizations shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(B) Deductions for any calendar month shall be remitted to the address designated for the financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(C) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Section 3.5: Union Representation.

(A) The Officers of the Springfield Employees Chapter shall be a Chapter Chairman (Steward) and an Alternate Steward.

(B) The names of the Officers provided for in Subsection (A) above shall be provided to the Employer on the next working day of their selection or appointment. Any changes in the Officers shall likewise be reported on the next working day.

(C) The Chapter Chairman (Steward), during his regular working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours. Notification of any such activity shall be given to his immediate supervisor or the Director of Public Works.

(D) The Chapter Bargaining Committee may consist of up to two (2) employees of the City covered by the provisions of this Agreement and representation from the District Council.

(E) Members of the Bargaining Committee who are employees of the City shall be paid for all hours spent in negotiating during their regularly scheduled work hours.

(F) All bargaining by the parties shall commence at such time and at such location as is mutually agreed to by the Union and the Employer.

Section 3.6: Special Conferences.

(A) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the the Union and two (2) representatives of Management. The members of the Union shall not lose time or pay for the time spent in such special conferences during working hours.

(B) Arrangements for such special conferences shall be made in advance and an Agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda. Time for such conferences shall be by mutual consent. This meeting may be attended by representatives of the Council and/or representatives of the International Union. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference. Special

conferences shall not be for the purpose of conducting ongoing contract negotiations; however, it is agreed that Letters of Understanding may be mutually agreed upon as a result of issues addressed pursuant to this Section.

Section 3.7.: Union Bulletin Board. The Employer will provide a bulletin board in the garage area which may be used only by the Union for posting notices pertaining to Union business.

Section 3.8: Non-discrimination. The Employer and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's, or other person's race, creed, color, sex, political affiliation or national origin. The Employer shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The Employer and the Union further agree not to discriminate against any employee because of membership or non-membership in the Union.

ARTICLE IV - SENIORITY AND JOBS

Section 4.1: Seniority Definitions.

(A) "Employee Seniority" shall be defined as an employee's length of continuous service on the Employer's active payroll since his last date of hire.

(B) "Bargaining Unit Seniority" shall be defined as an employee's length of continuous service on the Employer's active payroll in any position covered by this Agreement starting with the date he last started working in any such position and continuing until he transfers to a position not covered by this Agreement.

(C) "Last Hire Date" shall mean the date upon which any employee first reported for work at the instruction of the Employer since which he has not resigned, retired or been discharged.

(D) Limitations--Seniority shall not be affected by the age, sex, marital status, or dependents of the employee. No time shall be deducted from an employee's seniority or bargaining unit seniority due to absence occasioned by authorized paid leaves of absence, vacations, sick or accident leave, and layoff except as hereinafter provided.

Section 4.2: Seniority--Probationary Employees.

(A) New employees hired in the unit shall be considered as probationary employees for the first six (6) months that they are on the active payroll of the Employer. When an employee completes the probationary period, he shall be entered on the seniority list of the bargaining unit and shall rank for employee seniority from the day he entered into employment with the City. There shall be no seniority among probationary employees.

(B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions as set forth in Article I of this Agreement, except disciplined and discharged employees for other than Union activity.

(C) The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee(s), furnishing him with a copy of the Agreement, fees authorization forms, explaining the structure of the organization and providing any other pertinent information.

Section 4.3: Seniority Lists.

(A) The seniority list will show the date of last hire, date of last entry into a position covered by this Agreement, names and job titles of all employees of the unit entitled to seniority.

(B) The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairman with up-to-date copies upon request, no more frequently than semi-annually.

Section 4.4: Loss of Seniority. An employee shall lose his seniority for the following reasons only:

(A) Resignation or retirement by the employee.

(B) The employee is discharged and the discharge is not reversed through the grievance procedures set forth in this Agreement.

(C) The employee is absent for three consecutive working days without notifying and receiving the approval of the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. The Employer will provide a copy of the notification to the Chapter Chairman at the same time it is sent to the employee. If the disposition made of any such case is not satisfactory to the Chapter Chairman, the matter shall be referred to Step 3 of the grievance procedure.

(D) If the employee does not return to work when recalled from layoff as set forth in the layoff and recall procedure. In proper cases, exceptions may be made.

(E) Return from sick leave and other leaves of absence will be treated the same as in (C) above.

(F) If laid off for two (2) years or the length of his seniority whichever is greater.

Section 4.5: Rates of New Jobs. When a new job is created within the bargaining unit, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Section 4.6: Job Posting and Bidding Procedures.

(A) All newly created positions within the bargaining unit shall be posted for seven (7) working days after the date the vacancy occurs. The notice will include the minimum qualifications and the duties of the position. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the notices are posted in a conspicuous place on the bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days posting period. At the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job.

(B) The job shall be awarded or denied within seven (7) working days after the end of the posting period. The employee, with the most bargaining unit seniority, who applies for the position and meets the minimum qualifications shall be granted a four (4) week trial period to determine (1) the employee's ability to perform the job, and (2) the employee's desire to remain on the job. The Employer will notify the successful bidder and the Chapter Chairman as to who was awarded the job. In the event an applying employee, with greater bargaining unit seniority, is denied the job, reasons for the denial shall be given in writing to the employee and the Chapter Chairman. If the employee disagrees with the reasons for the denial, the denial may be appealed through the grievance procedure.

(C) During the trial period, the employee will receive the rate of pay for the position and shall have the opportunity to revert to his former position. If the employee elects to revert back to his former position he shall notify the Director of Public Works in writing of his choice. If the employee is reverted back to his former position by the Employer because his

performance is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee and the Chapter Chairman. If the employee disagrees with the notice, it may be appealed through the grievance procedure.

(D) In the event an employee chooses to revert back to his former position or in the event an employee is found to be unsatisfactory and is reverted back to his former position by the Employer and the reversion is upheld in the grievance procedure, the employee shall be ineligible to rebid for a period of six (6) months.

(E) A current employee bidding for a position out of the bargaining unit shall have all of the minimum qualifications required for any other applicants and shall successfully complete any required written entry examination with a passing score. The employee shall have two (2) points added to his total points earned by all other elements of the testing process.

Section 4.7: Consolidation or Elimination of Jobs.

The Employer agrees that any consolidation or elimination of bargaining unit positions shall not be effected without a special conference. It is also agreed that if the results of said conference are not conclusive, and there exists a dispute, said dispute shall be submitted to the grievance procedure.

Section 4.8: Temporary Assignments. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum qualifications for the position. The assigned employee will receive the rate of pay for the higher position for all hours worked while filling such vacancy, provided, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

Section 4.9: Transfers. If a bargaining unit member transfers to a position under the Employer not included in the bargaining unit and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Section 4.10: Work Performed by Supervisors.

Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit, if in the event said work cause the loss of work or pay to members of the bargaining unit; however, they shall be allowed to work supplemental to the work force and in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

Section 4.11: Seasonal Help. Seasonal, casual or temporary employees may be employed, up to a total of three (3) months, and the period of their employment will be confined to the months of June through September, during periods when K through 12 School is not in session. However, in no case will the period of employment of these temporary employees exceed one hundred and twenty (120) calendar days. It is understood and agreed that the provisions of this Agreement, entered into between the parties do not apply to these temporary employees; however, it is being further agreed that these employees will not be used during the time of layoff or while members in the bargaining unit are working reduced hours. In the event a temporary employee is promoted to a permanent position, his time worked as a temporary employee since his last continuous date of hire shall count towards establishing his seniority date.

Section 4.12: Contracting Out of Work. During the term of this Agreement, the Employer shall not contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit if it results in the layoff of any bargaining unit member. In the event the City does contract out, the Union shall be notified. If in the Union's judgement the employer violates this section they may file a grievance.

Section 4.13: Janitorial Work. Members of the bargaining unit maybe utilized on a daily basis for a period not to exceed three (3) hours, for the express purpose of performing janitorial work within the Municipal Building. It is further agreed that duties within the Public Works Department will take priority over the janitorial work when required.

ARTICLE V - LAYOFF AND RECALL PROCEDURE

Section 5.1: Definitions.

(A) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

(B) The word "ability" means the combination of training and experience that enables a person to perform a specific task or group of tasks.

Section 5.2: Notice. In the event it becomes necessary for a layoff the Employer shall meet with the proper Union representative at least seven (7) working days prior to the effective date of layoff. At such special conference, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, and job titles. If the results of such meeting are not conclusive, the matter maybe submitted to Step 3 of the grievance procedure.

Section 5.3: Layoff Procedure.

(A) When a layoff takes place it shall be by bargaining unit seniority. Probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their bargaining unit seniority, i.e., the employee on the seniority list with the least bargaining unit seniority being laid off first.

(B) Employees to be laid off will receive at least ten (10) working days advance notice of the layoff.

(C) The laid off employee will be paid off at his normal rate of pay for any unused vacation credit that he has accrued in the calendar year.

(D) Only overtime that is normal and customary shall be offered when bargaining unit members are on layoff.

Section 5.4: Recall Procedure. When the work force is increased after a layoff, employees will be recalled in inverse order of the layoff, employees will be recalled in inverse order of the layoff provided that the employee has the ability to perform the available work and less than 18 months has expired. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If any employee fails to report to work within ten (10) days from the date of mailing of notice of proper cases, exceptions may be made at the discretion of the employer. A recalled employee who was paid off for accrued vacation will have such credit deducted from his vacation the following year.

ARTICLE VI - DISCIPLINE

Section 6.1: Definitions.

(A) "Discipline" is the process of correcting the conduct of an employee and ranges from verbal reprimand up to and including discharge.

(B) "Suspension" is the act of temporarily removing an employee from the work force and may be with or without pay.

(C) "Discharge" is the termination of an employee's employment by the Employer.

Section 6.2: Suspension and Discharge Procedure.

(A) Notice of suspension or discharge will be provided promptly, in writing, to the employee and his Steward. Said written notice shall contain the specific reasons for the suspension or discharge.

(B) The suspended or discharged employee will be allowed to discuss his suspension or discharge with his Steward, and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the suspension or discharge with the employee and the Steward.

(C) Should the suspended or discharged employee and/or the Steward consider the suspension or discharge to be improper, it may be appealed. Such appeal shall be submitted at the Step 3 level of the grievance procedure.

(D) Past infractions may be used in imposing discipline up to a two (2) year period, and after the two (2) year period, past infractions shall not be used against any employee of the bargaining unit. However, for the past infraction to be used against an employee, the employee must have received a copy of the infraction at the time it was entered into the employee's personnel file.

(E) Non-suspension infraction records shall remain in an employee's personnel file for a period of two (2) years. Suspension records, which were not reversed through the grievance procedure, shall be maintained permanently in the personnel file.

ARTICLE VII - GRIEVANCE

Section 7.1: Definitions.

(A) For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, or other conditions of employment.

(B) For the purpose of the grievance procedure, "days" shall be Monday through Friday, excluding Saturday, Sunday, and holidays.

Section 7.2: Election of Remedies. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for resolution of disputes. In the event that an employee elects to pursue a remedy through any other forum then the employee shall be deemed to have waived his/her rights to the grievance procedure.

Section 7.3: Rules of Grievance Processing.

(A) In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence.

(B) Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. The time limits at any step of the grievance procedure may be extended only by a written mutual agreement between the Union and the Employer. In the event that a grievance is not filed or appealed within the time limits prescribed it shall be considered as settled on the basis of the Employer's last answer.

(C) Grievances which are resolved shall be signed and dated by the Steward and the Grievant with a copy to the Employer. If the Union has not provided the Employer with proof of settlement within the prescribed time limits described above, the grievance shall be considered moved to the next step.

(D) Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired.

Section 7.4: Grievance Processing.

(A) Format and Processing Steps.

(1) Step 1--Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he has a grievance he may, individually or in the presence of a Steward, discuss the grievance with his immediate supervisor.

(b) If the matter is not thereby resolved, it shall be submitted in written form by the Steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance form.

(c) The immediate supervisor shall give his written answer to the Steward within five (5) working days of receipt of the filing of the grievance. Upon receipt of the grievance response, the Steward shall sign and date the supervisor's copy of the grievance form.

(2) Step 2--Director of Public Works.

(a) If the answer in Step 1 is not satisfactory to the Grievant, it shall be presented in writing by the Steward to the Director of Public Works within five (5) working days after the immediate supervisor's response was received. The Director shall sign and date the Steward's copy of the grievance form.

(b) The Director or his designee shall respond in writing to the Steward within five (5) working days of receipt of the grievance. Upon receipt of the grievance response, the Steward shall sign and date the Director's copy of the grievance form.

(3) Step 3--City Manager.

(a) If the answer to Step 2 is unsatisfactory to the grievant, the grievant and the Chapter Chairman may, within five (5) working days from the receipt of the Step 2 answer, appeal the matter to the City Manager. This appeal must be signed and dated by the Grievant and the Chapter Chairman (Steward) or Alternate Steward. The City Manager shall sign and date the Steward's copy of the grievance form.

(b) The City Manager shall, within ten (10) working days after receipt of the appeal, schedule a meeting to hear the dispute and render a written decision within five (5) working days following the meeting.

(c) This meeting shall be with the Chapter's grievance committee and such other persons as the City Manager may feel necessary to obtain full-information upon which to render his decision. Any decision rendered by the City Manager that is satisfactory to the Grievant shall be final and binding to all parties concerned.

(4) Step 4--Arbitration.

(a) If the answer at Step 3 is not satisfactory to the grievant and the Chapter's grievance committee wishes to appeal it further, the Chapter Chairman shall refer the matter to Council #25.

(b) In the event Council #25 wishes to appeal the matter further, it shall, within twenty (20) working days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the grievance. If the grievance remains unsettled, and the Council wishes to appeal the matter further, Council #25 shall request from the Michigan Employment Relations Commission (MERC) a list of five (5) qualified arbitrators. A copy of this request shall be given simultaneously to the City Manager.

(c) Upon receipt of this list of arbitrators, a representative of District Council #25 and the Employer shall meet and shall alternately strike names from this list, with the right of first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the one (1)

remaining shall be the arbitrator. It shall be the responsibility of Council #25 to notify MERC of the selection.

(B) Arbitration Powers

(1) The arbitrator shall not have the power to amend, add to, alter, ignore, change or modify the provisions of the Agreement or the written rules and regulations of the Department or Public Works or of the Employer, which are not in conflict with this Agreement. The arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented. The arbitration proceedings shall be conducted in accordance with the Rules and Regulations of the American Arbitration Association. No decision of the arbitrator shall contain a retroactive liability beyond the date of the date of the occurrence of the event that gave rise to the grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances.

(2) The arbitrator shall render his decision in writing, as soon after the hearing as possible, and the fees and expenses shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Chapter, its members, the employee(s) involved, the Employer and its officials, including the Director of Public Works, the City Manager, and their designated representatives.

(C) Consolidation of Grievances. The parties may by mutual consent in writing agree that grievances be consolidated for settlement and/or arbitration. If any grievance is consolidated the decision shall apply to all employees involved.

(D) Individual Grievances. Notwithstanding any other provisions herein, individual employees may present their own grievance to the Employer and have them adjusted without the intervention of the Chapter Chairman or the Union. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union. If an individual settles his own grievance, the settlement shall be binding upon the employee concerned and it shall not set precedent or be binding upon the Union or any other member of the Union.

(E) Grievance Withdrawal--A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE VIII - LEAVES

Section 8.1: Leaves of Absence.

(A) Education Leave. Upon request, employees may be given up to ten (10) months leave of absence without pay in order to attend an accredited college, university, trade school, or other educational institution. Upon return from the leave of absence, the employee may be reassigned to a position utilizing his/her educational qualifications or will be assigned to a position in the same classification previously held.

(B) Funeral Leave. An employee shall be allowed three (3) working days with pay as funeral leave days for a death in the immediate family. Under circumstances of an unusual nature, extension of this three (3) day funeral leave may be granted at the discretion of the Department Head with the concurrence of the City Manager.

Immediate family is to be defined as follows:
Mother, Father, Step-parents, Brother, Sister,
Wife or Husband, Son or Daughter, Step-children,
Mother-in-law, Father-in-law, Brother-in-law,
Sister-in-law, Son-in-law, Daughter-in-law,
Grandparents, Grandchildren, or a member of the
employee's household.

(C) Medical Leave.

(1) In the event any employee is off on sick leave due to a non-duty medical or injury disability, which is not totally disabling, and exhausts the sick leave provided by the Sickness and Accident Plan (Section 7.7) and then exhausts all of his/her vacation, such employee shall then be placed on a medical leave of absence without pay not to exceed one (1) year from the date of exhaustion of the vacation. Upon request, such leave may be renewed by the Employer for a period of time up to one (1) year.

(2) Upon return from any medical leave caused by a non-duty medical or injury disability of not more than three (3) months (from the commencement of the leave), the employee shall be assured a similar position. Time off in excess of three (3) months means that the employee shall be eligible for a position in the same classification or the first available vacancy for which the employee meets the minimum qualifications.

(3) No less than every three (3) months the employee shall provide to the Employer medical confirmation of continued presence of the medical or injury condition that has caused the disability. A medical certification of continuing disability must be presented with any request for extension of the leave. A medical certification of good health is required before the employee will be allowed to return to active employment status.

(D) Military leave. Leaves of absence shall be granted to employees who are active in the Armed Forces Reserve or the National Guard for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the Employer had they worked during such period. The normal limit of two (2) weeks may be exceeded if called up by the Governor for emergencies with the State, such as riots or natural disasters, such emergency call up to be limited to four (4) weeks in any one contract year. The Employer's financial liability shall be limited to a total of four (4) weeks, from all causes, in any one fiscal year.

(E) Union Leave.

(1) An employee serving in an elected or appointed Union position may apply for and be granted a one (1) year unpaid leave of absence. The leave may be renewable for an additional one (1) year.

(2) Members of the Union selected to attend a function of the Union (ie., Union sponsored Conventions, schools, or seminars) may be allowed time off without pay by the Employer. However, no more that one (1) member may be gone at any given time.

Section 8.2: Personal Leave Days. Each employee shall be granted three (3) personal leave days per fiscal year (July 1 - June 30). Said personal days are not accumulative from year to year. The time may be taken in increments of two (2) hours or more and may be used for the following purposes:

- (A) Medical and dental appointments and treatment.
- (B) Personal business.
- (C) Additional vacation time.
- (D) Sick leave.
- (E) Other purposes the employee desires.

The employee shall normally schedule personal leave time with the Director of Public Works. If taking the time would impair the normal operations of the department, the request may be denied.

Section 8.3: Holidays.

- (A) The following holidays are designated:

- Day before New Years Day
- New Years Day
- Presidents Day
- 1/2 day Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas Day
- Christmas Day

Employees will be paid their current hourly rate for said holidays.

(B) Should a holiday fall on a Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. In case of conflicts with this schedule, holidays will be set by the mutual agreement of the Chapter Chairman and the City Manager.

Section 8.4: Vacation.

(A) Eligibility--An employee will earn vacation with pay in accordance with the following schedule:

1 year but less than 6 year.....	2 weeks vacation
6 years but less than 13 years....	3 weeks vacation
13 years but less than 20 years...	4 weeks vacation
20 years but less than 27 years...	5 weeks vacation
27 years and over.....	6 weeks vacation

A "weeks vacation" means a period of five (5) days (a normal work week), each day being eight (8) hours in length.

(B) Rules

(1) Vacations will be granted at such times during the year as requested by the employee, provided it does not interfere with the normal operation of the Department. In case two or more employees apply for vacation during the same time period the employee who first submitted his application shall have first priority, the second employee and so on.

(2) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended by one (1) day continuous with the vacation.

(3) A vacation may not be waived by an employee and extra pay received for work during that period.

(4) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, upon presentation of a statement signed by the physician, the portion of vacation following the commencement of the illness may be rescheduled. In the event his incapacity continues through the year, he may be awarded payment in lieu of vacation.

(C) Pay Advance--By filing a written request at least one (1) week in advance an employee may receive the vacation week pay check in advance. The vacation pay rate will be the regular rate that the employee would have received if not on vacation. Benefits will continue while on vacation unless limited by another provision of this Agreement.

Section 8.5: Sickness and Accident Plan. Sickness and accident leave is the granting of leave pay to an employee for sickness or related causes. An employee who must be absent because of injury or ill health should not be penalized in pay. It is an insurance type benefit provided by the City to all full-time regular city employees who have successfully completed their probationary period and shall be used in accordance with the provisions of the plan.

(A) Casual--Sick leave absences of less than four (4) days duration shall be paid to an employee without the need of a doctor's certificate. Such absences

shall not exceed six (6) such days in any fiscal year (July 1 - June 30). Such days shall be prorated at the conclusion of the first six (6) months of service based on the number of months left in the fiscal year. Such "casual" sick days in excess of six (6) in a fiscal year shall not be paid for by the City.

(B) Long-term.

(1) If an employee is absent from work four (4) or more days because of a disability resulting from sickness or injury and is under the care of a Doctor of Medicine or Doctor of Osteopathy who certifies to such disability, said employee shall have a maximum credit of one hundred and twenty (120) days leave for such illness or injury.

(2) A recurrence of a former illness shall also be eligible for sick and accident benefits provided that a doctor's release has been furnished and the recurrence takes place seven (7) or more days after having returned to active work.

(3) An employee may make a new claim for sickness or accident pay each time said employee is absent because of disability resulting from a new illness or accident that necessitates four (4) or more days absence.

(C) Sickness and accident benefits will not be paid for any day for which an employee receives holiday pay.

Section 8.5: Jury Duty and Witness Duty.

(A) An employee who is summoned and reports for jury duty, as prescribed by applicable law, for time necessarily lost from his scheduled work day during which he performs jury duty and during which he would otherwise be scheduled to work for the City, shall continue to be paid what he would have earned from his employment with the City on that day on the basis of eight (8) hours of work at his regular rate of pay for a regular full-time employee. The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) working days in any one calendar year. In order to receive the payment above referred to, any employee must give the Director of Public Works prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment. The employee shall assign his jury duty pay to the Employer. The provisions of this

subsection are not applicable to an employee who, without being summoned, volunteers for jury duty.

(B) When an employee is subpoenaed to make a court appearance, for such time as he necessarily loses from his regularly scheduled work for the Employer while testifying as a witness, he shall continue to receive what he would have earned from the Employer on that day on the basis of eight (8) hours of work at his regular rate of pay as a regular full-time employee. The employee shall assign his court appearance fee to the Employer. The provisions of this subsection are not applicable to an employee who, is either the Plaintiff or the Defendant in the matter before the court.

(C) If an employee is released from Jury or Witness Duty four (4) or more hours prior to the end of his shift, he shall return to work within one (1) hour of such release. If released less than four (4) hours prior to the end of his shift, he shall call and inform his department of his availability. If needed he will report for work.

Section 8.6: Veterans Reinstatement Right. The reinstatement right of any employee who enters the military services of the United States by reason of an Act of Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such rights.

ARTICLE IX - BENEFITS

Section 9.1: Hospitalization Medical Coverage.

(A) The Employer agrees to pay the full premium for hospitalization medical coverage including drug rider for the employee and his family until July 1, 1994. Effective July 1, 1994 each employee eligible for health care coverage shall contribute, on a monthly basis, through payroll deduction, towards the cost of health care coverage in accordance with the following schedule:

<u>TYPE OF COVERAGE</u>	<u>MONTHLY EMPLOYEE CONTRIBUTION</u>
Single	\$11.00 per month
Two Person	\$23.00 per month
Family	\$25.00 per month
Family Continuation	\$5.55 per month/dependant

This plan shall apply to all employees covered by the terms of this Agreement. Should the Employer change carriers, the Employer agrees to provide coverage equal to or better that presently in effect (July 1, 1987).

(B) The Employer agrees to pay the full hospitalization medical coverage, subject to the above employee contribution, for the employee and his family during any employee's absence as a result of any injury or illness. However, the time period is limited to the same time as the employee is receiving compensation from the Employer under the provisions of Section 8.5 (Sickness and Accident Plan) or Section 9.5 (Worker's Compensation).

(C) The Employer agrees to pay the full premium for hospitalization medical coverage, subject to the above employee contribution, for those employee with a minimum of two (2) years seniority and his family while the employee is laid off, for a period not to exceed four (4) months.

(D) The City will sponsor will sponsor a dental group (ten members, as required by the carrier) provided that a sufficient number of employees agree to participate in the plan and further provided that the participants pay their own premium.

(E) The Employer will make available to the employees of the bargaining unit a Health Maintenance Organization (HMO); however, the cost to the Employer will not exceed the monthly premium being paid for the hospitalization medical coverage being provided in Subsection (A) above. Should the premium be greater for the HMO the employee electing this coverage will be required to reimburse the Employer by payroll deduction for the increased cost.

(F) The Employer agrees to allow the retired members of the City of Springfield Chapter of Local 331 to continue in the group health insurance plan of the City. Provided, that the Employer shall pay the full premium for the retiree as a single person, which premium shall be capped at the rates in effect at the time the Employee retires and further provided that such group insurance shall cease upon obtaining employment which provides a health care plan to it's employees. The retiree may also include his/her spouse and dependent children (under the age of nineteen years) provided the retiree pays the premium for such spouse and dependent so covered. It is also agreed that there is no reinstatement right if coverage under the City's plan ceases. At such time, as a retiree is eligible to enroll in Medicare (as provided by Federal law) the Employee, if a member of the City's Insurance Group, shall enroll with the group insurance becoming supplemental to Medicare. The City will pay the premium for the supplement subject to the respective Retiree's Capped Premium Rate provided for above.

Section 9.2: Life Insurance Coverage. The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of Twenty thousand dollar \$20,000.00 while employed, absent as the result of any injury, illness or maternity, or for four (4) months on layoff. A Ten thousand dollar (\$10,000.00) policy will be carried for those employees who retire.

Section 9.3: Longevity Plan.

(A) To those full-time employees who are in active employment as of the first payroll period in December of each year and have completed seven (7) or more years continuous employment, excluding any time spent on layoff, the City will grant to such employees on the first pay period of said December an amount equal to two percent (2%) of such employees base salary as of the preceding fiscal year.

(B) To those full-time employees who are in active service as of the first payroll period in December of each year and have completed twelve (12) or more years of continuous employment, excluding any time spent on layoff, the City will grant to such employees on the first pay period of said December, an amount equal to four percent (4%) of such employees base salary as of the preceding fiscal year.

(C) On a pro rata basis longevity benefits will be paid to those employees who retire or become deceased (to the survivor or estate) prior to the first pay period in December. Such prorated payment shall be based on the number of calendar months for full time service credited to the employee from the preceding December pay period payment to the time of retirement or death.

(D) The Employer agrees to hold harmless members of the bargaining unit who were on the active payroll of the Employer prior to June 1, 1987, as it relates to the layoff provisions of Subsections (A), (B), and (C) above.

Section 9.4: Pension. The pension provisions now in effect for employees covered by this Agreement shall remain in effect during the life of this Agreement, said program being the M.M.E.R.S. Plan B-1 with the F-55 option. The City shall continue to pay the employee's share of the pension costs.

Section 9.5: Worker's Compensation--On the Job Injury. The Employer shall, for a period not to exceed thirty-nine (39) weeks, supplement without charge to sick leave or vacation, worker's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and the normal weekly net earning, excluding overtime. The employee shall, for the same period of time, remit to the City Treasurer the Worker's Compensation checks received. The City will make necessary adjustments in FICA and other deductions when the employee returns to work or at the conclusion of thirty-nine (39) weeks.

In the event any employee receives sick leave compensation and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse the Employer for such amount received as sick leave compensation and the Employer shall credit the employee's sick leave account with the number of days used as sick leave.

Section 9.6: Unemployment Insurance. The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

Section 9.7: Uniforms. The Employer agrees during the life of this Agreement to continue to provide seasonally appropriate uniforms without cost to the employees. One uniform per day per employee will be provided.

Section 9.8: Licenses.

(A) Licenses generally. Current employees will be given the opportunity to obtain necessary training to obtain licenses if and when such are required by the State of Michigan with the expenses being funded by the City.

(B) Commercial Drivers License (CDL). The Employer agrees to reimburse the members of the bargaining unit upon presentation of documentation of expenses including those not covered by health insurance. All new employees will be required to possess the CDL prior to hiring. Current employees must obtain the CDL within the schedule set forth by the Michigan Secretary of State as a condition of continued employment.

Section 9.9: Continuing Benefits. Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE X - HOURS OF WORK & COMPENSATION

Section 10.1: Working Hours.

- (A) The work week shall be Monday through Friday.
- (B) The work day shall begin at 7:30 a.m. and end at 4:00 p.m..
- (C) Employees shall be allowed a nonpaid thirty (30) minute break for lunch.
- (D) Employees may take a fifteen (15) minute coffee break in the morning and also a fifteen (15) minute coffee break in the afternoon.

Section 10.2: Overtime. Overtime hours are hours of work that are paid at the rate of one (1) and one-half (1/2) times the regular rate of pay.

- (A) Overtime will be paid for all hours worked over eight (8) hours in a day and/or for all hours worked in excess of forty (40) hours in a week.
- (B) Overtime will be paid for all hours worked on Saturday, Sunday, and holidays.
- (C) Employees called in for overtime will be guaranteed at least two (2) hours at the rate of time and one-half.

Section 10.3: Equalization of Overtime Hours.

- (A) Overtime will be computed from July 1, through June 30, each year, excess overtime will not be carried over each year.
- (B) Overtime hours shall be divided as equally as possible among employees. Whenever overtime is required, the person with the least number of overtime hours will be called first and so on down the list in an attempt to equalize overtime hours.— An up-to-date list showing overtime hours will be posted weekly in a prominent place in the garage area.

Section 10.4: Computation of Benefits. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 10.5: Computation and Payment of Claims for Back Pay/Wages.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within fifteen (15) working days of the time the Employer first failed to give such work, the Employer will reimburse him for the earnings he lost through failure to give him such work. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

Section 10.6: Classifications and Hourly Rates.

The rates of pay for the classification Equipment Operator shall be effective for the steps and on the dates following:

<u>Step</u>	<u>4-5-94</u>	<u>4-5-95</u>	<u>4-5-96</u>
Start	\$8.44	\$8.69	\$8.95
6 months	8.80	9.06	9.33
1 year	9.29	9.57	9.86
2 years	9.72	10.01	10.31
3 years	10.21	10.52	10.84
4 years	10.78	11.10	11.43

** An employee assigned to operate the motor grader shall receive a premium of thirty-two cents (32c) per hour, payable in increments of fifteen (15) minutes.

ARTICLE XI - GENERAL

Section 11.1: Residency Requirement.

(A) An individual commencing permanent full-time employment with the City on or after July 1, 1981, who resides outside the Metropolitan Area as defined in this article shall be required to establish residency in the City within one (1) year from the date of hire.

(B) An individual commencing full-time permanent employment with the City on or after July 1, 1981, who resides within the Metropolitan Area as defined in this article shall not be required to establish residency in the City. However, if after being employed the individual changes domicile, he shall establish residency in the City.

(C) Permanent full-time employees employed on July 1, 1981 shall be exempt from this residency requirement.

(D) Any employee who resides outside the corporate limits of the City for the benefit of the City as determined by the City Manager shall be exempted from the provisions of this rule.

(E) All employees who are required to establish and/or maintain residency under this section shall comply with such request as a condition of continued employment. Any employee who fails to abide by the provisions of this article shall forfeit his employment thirty (30) days after written notice shall be given such employee by the City Manager that the employee is in violation of the residency requirements. Such forfeiture of employment shall be considered voluntary separation from service as an employee and such act shall constitute a resignation.

(F) The Metropolitan Area is defined as: Within the corporate limits of the City of Springfield and also within the corporate limits of the four (4) following jurisdictions - the City of Battle Creek, the Charter Townships of Bedford and Emmett, and the Township of Pennfield.

Section 11.2: Safety Committee. A safety committee of employees and the Employer will meet upon request of either party during daytime hours to discuss items of concern. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulation that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for Step 3 of the grievance procedure.

Section 11.3: Distribution of Agreement. The Employer agrees to make available to each member of the bargaining unit a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering employment in the Department whose positions are covered by this Agreement.

Section 11.4: Drug Policy. The Employer will establish within the City's Personnel Policy a "Drug Policy".

ARTICLE XII - SUCCESSION AND DURATION

Section 12.1: Successor Clause. This Agreement shall be binding upon the Employer's successors or assignees, whether such succession or assignment is effected voluntarily or by the operation of law. In the event of the Employer's annexation or consolidation with another Employer, this Agreement shall be binding upon the annexing or consolidated Employer.

Section 12.2: Termination and Modification.

(A) If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notice of the same.

(B) The notice shall be sufficient if sent by Certified Mail, addressed to the Union:

Michigan Council #25
3625 Douglas
Kalamazoo, Michigan 49007

and, if to the Employer, addressed to:

City Clerk
601 Avenue A
Springfield, Michigan 49015

or, to any such address as the Union and the Employer may make available to each other.

(C) If neither party shall give the notice provided for in subsection (A) above, the Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on ninety (90) days' notice prior to the then current year's termination date.

(D) If notice of amendment of this Agreement has been given in accordance with the above subsections, this Agreement maybe terminated by either party on ten (10) days' notice of termination.

(E) Any amendments that maybe agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. Any letters of understanding that maybe agreed to by the parties during the term of the Agreement shall be equal in standing with provisions agreed to during negotiations of amendments.

Section 12.3: Effective Date. This Agreement shall become effective April 5, 1994 when ratified by the respective parties and executed by their authorized representatives.

Section 12.4: Duration. This Agreement shall be in full force and effect until midnight April 4, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the 5th day of April, 1994.

FOR THE UNION

Bobbie Ryan
James A. Slattery

FOR THE EMPLOYER

Bernard Guida