

4-2-75

Lapeer

AGREEMENT

Between

CITY OF LAPEER

&

CITY OF LAPEER EMPLOYEES  
CHAPTER OF LOCAL NO. 1421 AND  
COUNCIL 55 OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

From

APRIL 3, 1973

To

APRIL 2, 1975

City of Lapeer  
576 Liberty Street  
Lapeer, Michigan 48446

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 1973, between the City of Lapeer, party of the first part, hereinafter referred to as the "City" and the City of Lapeer Employees Chapter of Local No. 1421 and Council 55 of the American Federation of State, County and Municipal Employees, AFL-CIO, party of the second part, hereinafter collectively referred to as the "Union".

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public, and

WHEREAS, the City, the City Manager, and the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with Michigan Public Act 379, M.P.A. of 1965.

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the City has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

### ARTICLE I - RECOGNITION

SECTION A. The City of Lapeer hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 for a unit, found appropriate in the Michigan Employment Relations Commission, Case No. R72 G-253, as certified by the Commission on the Twenty-Eighth (28th) day of September, 1972.

SECTION B. As hereinafter referred to the bargaining unit shall consist of all laborers, equipment operators, sewage treatment

plant operators, mechanics, and meter readers, who have completed their probationary period and are regular employees of the department, excluding all part-time, seasonal, or temporary employees, office-clerical employees, all confidential employees, all supervisors, and all other City employees.

SECTION C. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section B.

SECTION D. The City agrees not to negotiate with any other labor organization other than the Union with respect to the employees in the unit defined in Section A for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

SECTION E. Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the City.

## ARTICLE II - MANAGEMENT RIGHTS CLAUSE

The City Commission on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City Commission, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological

changes, decide on supplies and equipment to be purchased; (c) to purchase the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies; (h) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (i) to establish, change, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked; (k) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (l) to discipline, suspend, and discharge employees for cause; (m) to adopt, revise, and enforce City and departmental rules and regulations (including rules and regulations as to appearance of employees before going on duty) and to carry out cost and general improvement programs; (n) to transfer, promote, and demote employees from one classification or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (p) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

### ARTICLE III - REPRESENTATION

SECTION A. The City recognizes the right of its employees to elect Two (2) Job Stewards and Two (2) Alternates who shall be regular seniority employees of the City.

SECTION B. One (1) Steward and One (1) Alternate may be selected from each of the following groups of departments:

1. One (1) Steward and One (1) Alternate from the Department of Public Works and Parks Department,
2. One (1) Steward and One (1) Alternate from the Water and Sewage Treatment Plants.

Stewards shall only represent those employees in their respective departments. The Alternate may exercise the rights of a Steward as set forth in this Article only in the event the Steward is absent from work.

SECTION C. The City will recognize the Steward or Alternate when his name and position have been certified in writing by the Union to the City.

SECTION D. Union representatives at all levels will not advise employees to disregard the instructions of supervision or assume unauthorized supervisory authority.

SECTION E. It is agreed that no Council or International Union representative shall have access to or enter the City's premises without the prior notification to the City Manager or his designated representative.

SECTION F. Except as otherwise set forth in this Article, no Union activity, including grievance processing, shall be carried on on City premises during scheduled working times.

SECTION G. In accordance with this Section and subject to the Grievance and Arbitration Procedures, Stewards and the Chapter Chairman may be allowed to investigate and present grievances during their working hours when notified by supervision that it is necessary for them to handle a grievance as provided for under Article VIII - Grievance Procedure. The Stewards and Chapter Chairman may leave their work assignment without loss of time or pay, upon having received permission from their supervisor for this purpose. The Stewards and Chapter Chairman will perform their regularly assigned work at all other times. The following rules shall be observed:

1. When notified by supervision that it is necessary for them to handle a grievance as provided for under Article VIII - Grievance Procedure, the Stewards and Chapter Chairman may request permission to leave work for a reasonable period of time to investigate or process the grievance. The immediate supervisor will grant permission as quickly as possible, providing normal and efficient operations are not seriously interrupted.
2. In the event a Steward is to enter a building other than his own, he shall notify the building supervisor or his designated representative.
3. The privilege of leaving their work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper investigation or presentation of grievances. The Stewards and Chapter Chairman may not abuse the privileges in this Article.
4. The City may require that the Stewards and Chapter Chairman report to their supervisors when returning from a grievance meeting and report or record the time spent investigating or processing grievances under this Article.

#### ARTICLE IV - DUES CHECKOFF

SECTION A. All employees shall be free to join or not join the Union. Membership in the Union is not required for employment and employees may maintain or drop their membership in the Union as they see fit. It is further understood that the payment of Union initiation fees, dues, and assessments is not required for employment.

SECTION B. After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization For Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of seniority employees who are Union members, the regular, usual, periodic, and uniform dues and/or initiation fees of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the City a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least Thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified check-off list or authorization.

SECTION C. The written authorization from employees will be on the Authorization For Payroll Deduction as shown below:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall remain in effect until terminated by me.

By \_\_\_\_\_  
Print Last Name                              First Name                              Middle Name

To \_\_\_\_\_  
Employer    Department

Date To Start                              Signed \_\_\_\_\_  
Deduction

Address \_\_\_\_\_  
\_\_\_\_\_



SECTION D. Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Local Union within Ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

SECTION E. Any employee may voluntarily cancel or revoke the "Authorization For Payroll Deduction" at any time upon Thirty (30) days written notice to the City and the Union.

SECTION F. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

SECTION G. The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization For Payroll Deduction", together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.

SECTION H. Appendix "A" which is attached to and incorporated in this Agreement will become effective on the date the terms and conditions set forth therein are fulfilled.

## APPENDIX "A"

It is hereby agreed that the terms of "Article IV - Union Security" as set forth below shall be incorporated in the Collective Bargaining Agreement and supersede and replace the provisions of "Article IV - Dues Checkoff" when, and if, the terms of the said "Article IV - Union Security" as set forth below are held to be valid by the Michigan Supreme Court or when, and if, the provisions of the Public Employment Relations Act are amended to expressly permit the terms of the said "Article IV - Union Security" as set forth below. It is agreed that "Article IV - Union Security" will not become effective until the date on which the Michigan Supreme Court through judicial decision, or the laws of the State of Michigan, expressly permit the terms of "Article IV - Union Security" as set forth below, it being understood that the terms of "Article IV - Union Security" as set forth below will be incorporated in the Agreement only if the laws of the State of Michigan permit. "Article IV - Dues Checkoff" will continue in full force and effect unless and until superseded as prescribed herein by the terms of "Article IV - Union Security" as set forth below.

"Article IV - Union Security" referred to above provides as follows:

### ARTICLE IV - UNION SECURITY

SECTION A. Employees covered by this Agreement at the time this Article becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.

SECTION B. Employees covered by this Agreement who are not members of the Union at the time this Article becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the Thirtieth (30th) day following the effective date of this Article or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.

SECTION C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Article and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the Thirtieth (30th) day following the beginning of their employment in the unit or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.

SECTION D. An employee who shall tender an initiation fee - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Article.

SECTION E. Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than Sixty (60) days in arrears in payment of membership dues.

SECTION F. After the effective date of this Article and thereafter during the life of this Agreement and in accordance with the terms of the form of "Authorization For Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of seniority employees who are Union members, the regular, usual, periodic, and uniform dues and/or initiation fees of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the City a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least Thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified check-off list or authorization.

SECTION G. The written authorization from employees will be

on the Authorization For Payroll Deduction as shown below:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By \_\_\_\_\_  
Print Last Name                      First Name                      Middle Name

To \_\_\_\_\_  
Employer    Department

Date To Start                      Signed \_\_\_\_\_  
Deduction

Address \_\_\_\_\_

SECTION H. Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Local Union within Ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

SECTION I. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

SECTION J. The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization For Payroll Deduction", together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.

## ARTICLE V - SPECIAL CONFERENCES

The parties may, upon written request of either party, mutually agree to arrange a special conference for important matters covered by this Agreement. Such meetings are to be arranged between the Chapter Chairman and the City Manager or his designated representative. Such meetings shall be between at least Two (2) representatives of the City and at least Two (2) representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda.

It is understood that special conferences will be scheduled only upon mutual agreement.

## ARTICLE VI - BULLETIN BOARD

SECTION A. The City shall allow the Union to use Two (2) bulletin boards for posting notices set forth in Section B below, except that additional notices may be posted by permission of the City Manager.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments, and results of Union elections pertaining to employees within the unit.
3. Notices of Union meetings and educational classes.

SECTION C. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for advertising or for posting or distributing pamphlets or political matter of any kind whatsoever.

## ARTICLE VII - DEPARTMENT RULES

SECTION A. The City may adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for employees.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.

SECTION B. Any claims or complaint for which there is another specific remedial procedure or forum established by law or by regulation having the force of law shall not be the basis of any grievance filed under the procedures as outlined in this Article.

SECTION C. Step One. Within Two (2) working days of the time a grievance arises, an employee may present the grievance orally to his supervisor. The employee's Steward may be in attendance if the employee so requests.

Step Two. If the grievance is not resolved in Step One, the Steward may reduce the grievance to writing on a grievance form provided by the City and present the grievance to the supervisor for a written answer. The written grievance shall be filed within Four (4) working days of the alleged violation. It shall name the employee involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The supervisor shall give the employee an answer in writing no later than Five (5) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Chapter Chairman may, within Two (2) working days after the answer in Step Two, submit a written appeal to the City Manager for his written answer. The appeal shall contain the reasons for the appeal and a copy of the supervisor's decision in Step Two. The City Manager shall answer the grievance in writing within ten (10) working days. Additional time may be allowed by mutual written agreement of the City and the Union.

Step Four. If the grievance is not resolved in Step Three, the Union may, within Five (5) working days after the answer in Step Three, appeal the grievance to the City Commission. The appeal shall be in writing and it shall specify the basis of the appeal. A copy of the appeal shall be sent to the City Manager.

Within Twenty (20) working days after receipt of the appeal, the City Commission, or its designated representative, shall investigate the grievance, including giving the aggrieved employee and/or the Union representative a reasonable opportunity to be heard. The City Commission shall render its decision in writing within Ten (10) working days after holding a hearing on the appeal.

SECTION D. All grievances must be filed in writing within Four (4) working days from the time the alleged violation occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, or if no time limit is specified, within Two (2) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the City and the Union in writing; then the new date shall prevail.

SECTION E. The City shall not be required to pay back wages for any period prior to the date of the filing of a written grievance.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of time he is off work.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION F. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

SECTION G. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION H. Work days, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION I. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION J. If the grievance is not resolved at Step Four of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the City Manager or Local Chapter Chairman as the case may be, Five (5) working days after receipt of the Commission's answer in Step Four. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Commission's answer shall be final and binding on the Union, the employee, or employees involved, and the City.

SECTION K. Following receipt of the notice to arbitrate, the Union and the City will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within Ten (10) working days following receipt of the written notice, either the Union or the City may, within the next Five (5) working days only, apply in writing to the American Arbitration Association for Arbitration under its rules.



SECTION L. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

In the event either party disputes the Arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

SECTION M. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage.

He shall have no power to change any practice, policy, or rule of the City, nor to substitute his judgment for that of the City as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement;
2. Shall only have the authority to pass on a grievance referred to him as prescribed herein.

SECTION N. At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs.

SECTION O. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION P. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION Q. After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

#### ARTICLE IX - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or slow-down, curtailment of work, restriction of work, or interference with the operations of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations or picket the City's premises or the premises of other companies doing business with the City (because of a labor dispute with this City) during the life of this Agreement.

SECTION B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the City shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have.

SECTION C. The committeeman and officers of the Local shall take prompt affirmative action to try to prevent any wild-cat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

SECTION D. During the life of this Agreement, the Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work, or refusal to perform work, because of a labor dispute between the City, or any employer, and any other labor organization whether or not the other labor organization establishes a picket line.

#### ARTICLE X - DISCHARGE AND DISCIPLINE

SECTION A. The City shall retain the sole right to establish, adopt, publish, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, or otherwise discipline any and all employees who violate these rules.

SECTION B. New or amended rules will be published Five (5) working days prior to their effective date.

SECTION C. After completion of the probationary period, no employee shall be disciplined, suspended, or discharged, without cause. Cause for discharge or suspension shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism, tardiness, failure to notify department head of anticipated absenteeism prior to shift; failure to take or pass physical examination;

dishonesty, or theft; fighting; insubordination; sabotage, immoral conduct; intoxication; using alcohol or drugs on City premises or during working hours; unethical conduct, overt discourtesy to supervisors, visitors, or other City employees; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision; refusal to cross a picket line established by any other labor organization.

SECTION D. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to a fellow employee, or any unauthorized person shall be regarded as breach of confidence, and as grounds for immediate dismissal.

SECTION E. If any employee is discharged or suspended, the Union will be notified in writing. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward for a reasonable period of time not to exceed One-Half (1/2) hour before he is required to leave the property of the City, provided that such discussion does not interfere with the safe and efficient operations of the City. The City will make available an area where such discussion may be held. Upon request, the City Manager, or his designated representative, may discuss the discharge or suspension with the employee and the Steward at a mutually agreeable time.

#### ARTICLE XI - LENGTH OF SERVICE

SECTION A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the City from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by draw.

SECTION B. It is understood that employees are subject to a probationary period of Six (6) consecutive months of regular, full-time employment, during which time the City shall have the sole right to discharge, discipline, transfer, demote, or

layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom.

When an employee finishes the probationary period by accumulating Six (6) months of continuous, full-time employment, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

SECTION C. There shall be no seniority among probationary employees.

SECTION D. Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within Fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back-pay by reason of the correction of an error on such list.

SECTION E. An employee shall be terminated and lose his seniority rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of Two (2) years of length of his seniority, whichever is less.
4. Fails to report for work within Seven (7) days following recall from layoff, notice of said recall to be by telegram or certified mail.
5. Is absent without a reasonable excuse acceptable to the City for Two (2) consecutive working days and without notice to the City of such excuse within the Two (2) days.

6. Fails to return from a leave of absence, vacation, or sick leave at the designated time without an excuse acceptable to the City.
7. Retires.

SECTION F. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

SECTION G. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

#### ARTICLE XII - LAYOFFS AND RECALL

SECTION A. In the event of a layoff or recall, employees shall be laid off or recalled according to (a) seniority and, (b) ability to perform the work in their classification. If ability to perform the work is equal among employees in the judgment of the City, seniority shall prevail. The following procedures will be followed:

1. Probationary employees will be laid off first on a City-wide basis.
2. Thereafter, seniority employees within the affected classification within the department will be laid off according to classification seniority, providing the remaining employees in the classification within the department can perform the available work.

3. When a seniority employee is removed from a classification within his department as a result of a lay-off, he may be allowed to bump the least senior employee in the next lowest-paying classification within his department in accordance with his City-wide seniority, providing he can perform the available work and the remaining employees within the lower classification within his department can perform the available work.
4. When a seniority employee is removed from a classification within his department as a result of being bumped by a more senior employee in accordance with Paragraph 3, he may be allowed to bump the least-senior employee in the lowest-paying classification in his department in accordance with his City-wide seniority, providing he can perform the available work and the remaining employees within the lowest classification within his department can perform the available work.
5. In the event the layoff under Section A-2 occurs in the lowest-paying classification within a department, the provisions of Paragraph A-3 and A-4 will not apply.

SECTION B. For purposes of this Article, the term "classification seniority" means the date appearing on the City's records on which an employee began working in a given classification. The term "City-Wide Seniority" means the employee's seniority as defined in Article XI.

SECTION C. Probationary employees shall be considered as terminated rather than laid-off in the event of a reduction in work force. There shall be no requirement for the City to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as

a new employee. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

SECTION D. The City reserves the sole right to determine whether employees can perform the available work under Sections A, C, and I of this Article.

SECTION E. The Chapter Chairman will be given written notification of the employees laid off under Section A(2).

SECTION F. Temporary adjustments of the work force due to such things as emergencies, breakdown of equipment (except motorized vehicles), fire, flood, power failure, labor disputes, civil disorders, and conditions beyond the control of the Employer may be made without application to the above provisions. If such a temporary adjustment continues for more than Five (5) working days, the Union may request the Employer to adjust the working force according to the above Sections, and the Employer will do so within Three (3) working days thereafter. This provision will not be used to discipline any employee.

SECTION G. In the event the City schedules a shortened work week for any employee or group of employees within any classification or department, such shall not be considered a layoff and the provisions of this Article shall not apply.

SECTION H. For purposes of this Article, the term "department" refers to one of the following:

1. Department of Public Works
2. Water Treatment Plant
3. Parks Department
4. Sewage Treatment Plant

SECTION I. For the purposes of layoff and recall only and subject to the provisions of this Article, the Chapter Chairman and the Stewards (but not their alternates) of the Union shall head the seniority list for their respective classifications, provided they can perform the available work within said classifications.



ARTICLE XIII - PROMOTIONS

SECTION A. The City reserves the sole right to determine the minimum mental and physical qualifications for each job classification. The City also reserves the sole right to establish and use such written examinations and physical qualification standards as it deems necessary for the hiring, promotion, or transfer into each job classification as well as the right to establish the minimum acceptable level of performance on any such examination. The City reserves the right to establish the minimum requirements for each job classification.

SECTION B. Job vacancies which are to be filled by promotion of present employees will be handled in the manner as herein-after outlined. Promotions are defined as movement to a position in a higher rated job classification than the one currently employed in. The City reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article. If the position is to be filled by the temporary transfer of an employee, the provisions of Article XIV will be observed.

1. Notice of said job vacancies will be posted for a period of Seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply in writing within the Seven (7) calendar days posting period.
2. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. When the qualifications of the employees are deemed equal, the most senior employee will be given preference. The employee selected will be subject to a trial period to determine (1) his desire to remain on the job, and (2) his ability to perform the job.

SECTION C. Unsuccessful candidates who have applied for a specific job vacancy will be sent a notice that they have not been selected within Ten (10) days after the position has been filled. If any applicant not chosen for a specific job vacancy makes a written request within Five (5) days after being notified that the position has been filled, he shall be entitled to a conference with a designated City representative to discuss the reasons the applicant was not selected.

SECTION D. An employee selected for a promotion will serve a probationary period of Three (3) consecutive months. The City may disqualify the employee during the probationary period and such employee shall be returned to his former position if available or one of similar classification and pay. During the probationary period following the promotion, the employee will receive the starting rate for the classification as set forth in Schedule "A". After the employee has successfully served Three (3) consecutive months on probation, he shall then be paid the regular rate for the classification as set forth in Schedule "A".

SECTION E. During the first Thirty (30) days of the probationary period, the employee shall have the right to revert back to his former classification. After the said Thirty (30) day period, the employee may revert back to his former classification during the next Sixty (60) days if a vacancy exists and his old position has not been filled.

SECTION F. The City reserves the right to hire from outside, if, in the opinion of the City, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

#### ARTICLE XIV - TRANSFERS

SECTION A. The City shall continue to have the right to transfer employees from one job, department, or classification to another. The employee so transferred will, if the transfer is to a lower classification, retain his original rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain his original rate of pay for the first Ten (10) working days following the transfer and will

thereafter receive the starting rate of the new classification. In the event the employee is subsequently promoted to a higher classification, the time worked in the higher classification pursuant to this Section will not be counted as part of the employee's probationary period as set forth in Paragraph D of Article XIII - Promotions.

SECTION B. In the event an employee desires a transfer, he shall file a written request with the City Manager or his designated representative. In considering an employee's request for a transfer, the City will give due consideration to seniority, qualifications, and all other applicable factors.

#### ARTICLE XV - HOURS OF WORK AND OVERTIME

SECTION A. The City reserves the right to schedule the work hours of employees according to the needs of the operations. The normal work week consists of Forty-Four (44) hours, the normal work day consists of Eight (8) hours, (Four [4] hours on Saturday), however, this provision shall in no way be construed as a guarantee of overtime pay for hours worked in excess of the normal work week or the normal work day. Overtime payments will be made only in accordance with the terms and conditions set forth elsewhere in this Agreement. This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal work day or the normal work week. The City reserves the right to determine and modify work schedules.

SECTION B. Unless otherwise scheduled by the City, the regular work day shall commence at 8:00 a.m. and end at 5:00 p.m. daily with a lunch period of One (1) hour. The City reserves the right to determine the starting and quitting times and the number of hours to be worked.

SECTION C. The City reserves the right to establish or change the length of time of any work week or work day and the right to schedule the lunch or break periods.

SECTION D. All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of Forty-Four (44) hours in any one work week or Eight (8) hours in any one work day.

SECTION E. The City reserves the right to require employees to work overtime when necessary for efficient operations.

SECTION F. Overtime will be permitted only when authorized by a supervisor.

SECTION G. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H. Absent time paid for (except sick leave days) shall not be considered as time worked for purposes of computing overtime.

SECTION I. All full-time employees shall be allowed a break during the first half of their shift and another break during the second half of their shift. Each break period shall be of Fifteen (15) minutes duration, and shall be taken at a time designated by the City. If a full-time employee works at least Three (3) hours in addition to his normal daily hours, he will be entitled to a Fifteen (15) minute break period at a time designated by the City.

SECTION J. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period.

SECTION K. The City reserves the right to establish and change work schedules as business conditions and available work require. The City reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

SECTION L. 1. When the City assigns overtime work to bargaining unit employees, the overtime work shall, when practicable, be distributed equally to employees working within the same classification within each department, providing the employee can, in the opinion of the City, do the available work. Overtime will be distributed as provided in Paragraph 2 of this Section, except that when employees are called into work outside their regularly scheduled working hours under Section M of this Article,

the City may offer the overtime work to any employee regardless of his position on the overtime list. The City will endeavor to equalize overtime hours by those hours which are subsequently offered to employees while they are working their normal working hours.

2. Overtime will be distributed in the following manner: The distribution of overtime shall be equalized within the same classification within each department as nearly as possible over each year. A new overtime list shall then be placed in effect in each succeeding year. For purposes of the implementation of this Article, the first year shall commence on the first day of the calendar month following the effective date of this Agreement. If possible, the opportunity to work overtime shall be offered to the employee (if said employee is available) within the classification within the department who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, or is not available for the assignment, the employee will be charged with the number of hours worked. The employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. It is understood that if the City is unable to contact the employee, said employee will be charged with the number of hours worked by the employee who worked the overtime hours.
3. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.
4. Errors in the assignment of overtime, when called to the attention of the City, shall be corrected by the assignment of available overtime work to the employee who would have originally been assigned the overtime but

for the error. No dispute arising under this Article shall be subject to the Grievance Procedure, and in no event, shall the City be liable for any back pay for errors committed in the administration of this Article.

5. This Article shall not alter in any way the City's right to require any employee to work overtime when necessary for efficient operations.

SECTION M. Any employee called in to work outside of his regularly scheduled shift shall be assured Two (2) hours of work paid at the rate of time and one-half (1-1/2) the employee's regular straight-time rate, provided that if the work time on the call-in assignment runs into the employee's regular working hours, the provisions of this Section shall not apply and the employee will be paid only for actual time worked.

#### ARTICLE XVI - WAGES

SECTION A. The wages of employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

SECTION B. It is understood that the classifications set forth in Schedule "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

#### ARTICLE XVII - TEMPORARY AND PART-TIME EMPLOYEES

SECTION A. For the purpose of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for Forty (40) hours a week. A "part-time" employee is an employee hired for an indefinite period of time regularly scheduled to work less than Forty (40) hours a week. A "temporary employee" is an employee hired for a definite period of time less than Four (4) months.

SECTION B. Temporary employees are excluded from the bargaining unit and are not subject to the requirements, entitled to the benefits, or covered by any provision of this Agreement.

SECTION C. Anyone working Twenty (20) hours or more per week on a regular basis shall be considered a regular part-time employee and will receive vacation and sick leave benefits on pro-rata basis. Such employees will be paid on a pro-rata basis according to his classification and the hours worked.

SECTION D. In the event a regular, part-time employee becomes full-time, said employee will be credited on a pro-rata basis for all days worked as a part-time employee, and if said employee has worked the equivalent of Six (6) consecutive months of regular full-time employment or more, they will be placed on the seniority list with such credit.

SECTION E. In applying the layoff provision of this Agreement, it is understood that temporary and part-time employees working within an affected operation will be laid off before any full-time seniority employee is laid off from that operation.

#### ARTICLE XVIII - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Chairman, establish a rate for the new classification, which shall be considered temporary for a period of Thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the Thirty (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the rate within Thirty (30) days from the date of the request, the Union may file a written grievance at Step Three of the Grievance Procedure within Ten (10) days following expiration of said Thirty (30) day period.

ARTICLE XIX - ATTENDANCE

SECTION A. Employees are expected to report to work on time and to observe working hours that have been established.

SECTION B. In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay.

SECTION C. Employees who report late for work shall have the time deducted from their pay in the multiples of One-Tenth (1/10) of an hour for each Six (6) minutes.

ARTICLE XX - HOLIDAYS

SECTION A. Providing they meet all of the eligibility rules, all permanent, full-time employees on the seniority list shall be paid Eight (8) hours pay at their regular straight-time rate for the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

SECTION B. The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.



SECTION C. Subject to applicable state and federal laws when any of the above-enumerated holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday shall be observed as the holiday.

SECTION D. An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday pay for such day. Employees will be paid time and one-half (1-1/2) their regular straight-time rate for all authorized hours worked on a holiday set forth above. However, no overtime premium will be paid twice for the same time worked. Employees may trade scheduled holiday work upon receiving permission from the City Manager and/or his designated representative.

#### ARTICLE XXI - VACATIONS

SECTION A. Each regular, full-time seniority employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B. Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. A vacation may not be postponed from One (1) year to another and made cumulative, but will be forfeited unless completed during each anniversary year, however, the City Manager may, in his sole discretion, make an exception to this requirement in exceptional cases.

SECTION C. Vacation leave with pay may not be taken until earned, however, the City Manager may grant an exception to his requirement when he believes it is warranted by special circumstances.

SECTION D. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

1. Employees with One (1) year, but less than Two (2) years of seniority will be credited with One-Half (1/2) working day of vacation for each month worked in the previous anniversary year, up to a maximum of Five and One-Half (5-1/2) working days.
2. Employees with Two (2) years, but less than Ten (10) years of seniority will be credited with One (1) working day for each month worked in the previous anniversary year, up to a maximum of Eleven (11) working days.
3. Employees with Ten (10) years of seniority or more will be credited with One and One-Quarter (1-1/4) working days for each month worked in the previous anniversary year, up to a maximum of Sixteen and One-Half (16-1/2) working days.
4. Employees with Twenty-Five (25) years of seniority or more will be credited with One and Two-Thirds (1-2/3) working days for each month worked in the previous anniversary year, up to a maximum of Twenty-Two (22) working days.
5. An eligible employee must receive pay for Eighty (80%) percent of the time within a given month to earn vacation credit under the above schedule.

SECTION E. Unless otherwise authorized by the City, vacation leave pay must be taken in periods of at least Five (5) consecutive work days. The City Manager may, in his sole discretion, make an exception to this requirement in exceptional cases.

SECTION F. Vacations will be scheduled by the City, considering both the wishes of the employees and the efficient operation of the department concerned.

Employees are required to fill out a written application

stating their First (1st) and Second (2nd) choices for their vacation period and submit the application at least Thirty (30) days prior to the requested vacation period. When authorized by the City, the employee may change his requested vacation period.

If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given preference. Should more than One (1) application be received at the same time for the same date, then seniority will prevail.

The City Manager may, when in the City Manager's opinion it is necessary for the efficient operation of the department, cancel an employee's scheduled vacation prior to the commencement of the vacation period, and request the employee to submit a request for a new vacation period.

SECTION G. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

SECTION H. Paid holidays (as set forth in Article XX) falling within a scheduled vacation period will not be charged against the earned vacation time.

SECTION I. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his sick leave.

SECTION J. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the City at least Two (2) weeks advance written notice of the resignation.

SECTION K. A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the City Manager.

SECTION L. An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The City Manager may, in his sole discretion, make an exception to this requirement in exceptional cases.

## ARTICLE XXII - PERSONAL LEAVE

SECTION A. On January 1st of each year, all full-time, seniority employees will be granted One (1) day of paid leave for use during that calendar year for urgent, necessary, legal, business, household, or family matters which require the employee's absence during normal working hours.

Application for such leave must be made in writing at least Three (3) days before taking such leave (except in the case of emergencies) and the applicant must state the reason for taking such leave. Hunting, fishing, recreation, vacationing, and social matters are not considered proper uses of this Article. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by December 31st. The number of employees allowed to take leave pursuant to this Article at any one time will be within the sole discretion of the City and in no event will more than Twenty (20%) Percent of the employees be excused from work under this Article on any one day.

## ARTICLE XXIII - SICK LEAVE

SECTION A. Sick leave with pay will be earned by all regular, full-time seniority employees in accordance with the following provisions.

SECTION B. On January 1st of each year, employees will be credited with One (1) work day of sick leave credit for each complete year of service. In addition, full-time, regular, seniority employees will earn One (1) work day of sick leave for each completed full calendar month of service. In order to earn a day of sick leave, an employee must be paid for Eighty (80%) Percent of the scheduled working days within the calendar month.

SECTION C. Sick leave shall not be taken by an employee at his discretion, but shall only be available for use by seniority employees with an acute personal illness or injury over which the employee has no reasonable control. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

SECTION D. For purposes of computing sick leave pay, a work day shall be considered to be Eight (8) hours paid at the employee's straight-time rate. Sick leave shall be taken in increments of at least One (1) Eight (8) hour work day, unless otherwise agreed to by the City.

SECTION E. In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor prior to or within One-Half (1/2) hour after the time set for beginning his daily duties or present an excuse acceptable to the City.

SECTION F. The City may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to this Article. Falsification of such evidence will be cause for dismissal.

SECTION G. No sick leave may be taken until earned, however, the City Manager may grant an exception to this requirement when he believes it is warranted by the circumstances.

SECTION H. Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave which on such leave.

SECTION I. The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

SECTION J. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

SECTION K. Employees who are laid-off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION L. 1. Except as otherwise herein provided, sick leave with pay earned or credited within any calendar year (i.e. January 1st to December 31st inclusive) shall not be accrued, carried over, or accumulated from year to year. Any sick leave with pay that is unused on December 31st will be forfeited and set aside, except that employees will be allowed to accumulate and

carry over from year to year a maximum total of up to Twelve (12) days.

2. Payment for accumulated sick leave will be made only on the following basis: If an employee has Ten (10) or more years of seniority, he will be paid for One-Half (1/2) of accumulated unused sick leave, if employment is terminated by:
  - a. Voluntary retirement under the provisions of the Michigan Municipal Employees' Retirement System.
  - b. Death while in the employ of the City.
3. In no case shall a City employee who has been discharged and not reinstated be entitled to pay for accumulated sick leave.

#### ARTICLE XXIV - HEALTH LEAVES

SECTION A. The City reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time during an employee's pregnancy if, in the opinion of the City, the employee is unable to satisfactorily perform her assigned duties. A seniority female employee with at least One (1) year seniority shall be granted a maternity leave of absence without pay or fringe benefits for up to One (1) year as provided herein. The employee must request the leave in writing Six (6) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her assigned duties, she shall be allowed to continue to work provided that the City reserves the right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. Further extensions of up to One (1) year at a time may be granted by applying in writing to the Personnel Department at least Sixty (60) days prior to the expiration of the leave. The employee shall apply for reemployment by notifying the Personnel Department in writing at least Sixty (60) days prior

to the expiration of the leave of absence of her desire for re-employment. The notice of intent shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her duties. Upon the expiration of the leave, the employee will be returned to her former classification, providing her seniority entitles her and she can perform the available work. Upon her return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same position of the current salary schedule that she held prior to the start of the leave. Seniority shall accumulate during the leave. The employee may be granted additional leave time upon a showing of good cause.

SECTION B. A seniority employee with at least One (1) year seniority who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to One (1) year. A written request for such a leave must be submitted to the Personnel Department prior to the start of the leave. Within Thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXXIII, Section A, certifying the fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall accumulate during the leave. The employee may be granted additional leave time upon a showing of good cause.

#### ARTICLE XXV - LEAVES OF ABSENCE

SECTION A. The City may grant a temporary written leave of absence to bargaining unit employees for periods up to Thirty (30) calendar days. Such leave may be extended upon written approval by the City. Such leaves will be without pay or fringe benefits. Seniority for purposes of Article XII - Layoff, shall accumulate during such leave, however, such

time shall not be considered as work time for purposes of this Agreement. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION C. All leaves shall be in writing signed by the City, and the employee, receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION D. Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

SECTION E. Each calendar year One (1) member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions for up to Two (2) work days.

SECTION F. A seniority employee who is elected or appointed to a full-time office in the Council, upon written request of the Council in the first instance, or the employee in the second instance, will be granted a leave of absence without pay or fringe benefits for Two (2) years or his term of office, whichever is less. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority entitles him and he can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave. Seniority shall not accumulate during the leave of absence.

#### ARTICLE XXVI - INSURANCE

SECTION A. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish



the Blue Cross-Blue Shield MVF II plan currently in force for full-time seniority employees who are not otherwise covered by another medical hospitalization plan. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City.

SECTION B. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums for the Two Thousand and 00/100 (\$2,000.00) Dollar Double Indemnity Term Life Insurance Policy currently in force for regular, full-time seniority employees.

SECTION C. An eligible full-time employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION D. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence or is laid off.

SECTION E. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers, and to become self-insured. No matter contained in this Article shall be subject to the Grievance Procedure.

#### ARTICLE XXVII - FUNERAL LEAVE

SECTION A. Any seniority, regular full-time employee subject to this Agreement who, while actively working, shall suffer death in his immediate family (as defined in Section B of this Article) shall be granted a leave of absence with Eight (8) hours of basic straight time pay for up to Three (3) regularly scheduled work days. The City may require written application for such leave as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as

proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article. The City Manager may, in his sole discretion, make an exception to these requirements in exceptional circumstances.

SECTION B. Immediate family is defined for the purposes of this Article as any of the following relatives of eligible employees: mother, father, sister, brother, child, spouse, sister-in-law, brother-in-law, grandchildren, grandmother, grandfather, or any relative residing in the same household as the employee at the time of death.

SECTION C. Employees may be granted time off of up to Four (4) hours at the discretion of the City Manager in the event of the death of other relatives, a City employee or when an employee serves as a pallbearer in a funeral. Any time off granted pursuant to this Section is within the sole discretion of the City Manager. To receive payment for such time, the employee must fulfill the requirements of Section A of this Article.

#### ARTICLE XXVIII - JURY DUTY

SECTION A. A full-time, seniority employee who is summoned and reports for jury duty will be paid the difference between his regular, straight-time wage computed on a daily basis and the daily jury duty fee paid by the Court for each day on which he performs jury duty and on which he otherwise would have been scheduled to work, provided that the employee cooperates with the City in seeking to get the employee excused.

SECTION B. In order to receive payment under this Article, the employee must pay over to the City all fees paid by the Court, except the mileage fee, and the employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Article are not applicable to any employees who, without being summoned, volunteer for jury duty.

## ARTICLE XXIX - RETIREMENT

SECTION A. Retirement is compulsory on the first day of the month following the employee's Sixty-Fifty (65th) birthday. Upon written application and good cause shown, the City Commission may grant an exception to this requirement.

SECTION B. The City will, for the duration of this Agreement, maintain its membership in the Michigan Municipal Employees' Retirement System. Rules concerning eligibility, contributions, coverage, and benefits under the System and all other rules concerning the maintenance of the System will be as are from time to time established under the Michigan Municipal Employees' Retirement System, provided that any changes in the aforementioned rules which would increase the City's obligations under the System from those existing on the effective date of this Agreement will not be binding upon the City.

## ARTICLE XXX - HEALTH & SAFETY

SECTION A. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the City. All injuries sustained by any employee in the course of his work will, when the City so designates, be subject to treatment by or under the supervision of a City-appointed physician.

SECTION B. Each employee shall carefully follow all safety regulations of the City and shall use all safety equipment provided by the City. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the City's safety rules shall subject the employee to disciplinary action by the City.

SECTION C. A safety committee composed of the Two (2)

Stewards and Two (2) representatives of the City appointed by the City Manager will meet during such non-working hours as are mutually agreeable. The committee may make safety recommendations to the City Manager or his designated representative. It is understood that all employees are encouraged to make safety recommendations to their supervisor or the City Manager.

#### ARTICLE XXXI - OUTSIDE ACTIVITY

SECTION A. During the term of this Agreement, employees shall not engage in any outside employment, perform work for another employer, or otherwise sell or dispose of their services to any employer except the City if it impairs the employees' ability to satisfactorily complete his assigned duties.

SECTION B. No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interests of the City or which interferes with his ability to discharge his City duties fully. Such conflict of interest shall be grounds for discharge.

#### ARTICLE XXXII - PROFESSIONAL QUALIFICATIONS

SECTION A. The City and the Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the City may, in its sole discretion, select any training program, session, or meeting which it finds suitable. When so directed by the City, employees shall participate in all training programs, session, or meetings selected by the City. The City may change, modify, or re-schedule normal work hours when, in the City's opinion, it is necessary to provide for employee attendance at the selected training programs, sessions, or meetings. Employees will suffer no loss in pay.

ARTICLE XXXIII - GENERAL

SECTION A. The City may, at its discretion, require that employees submit to physical and medical tests and examinations by a City-appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

SECTION B. The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time which exceeds Three (3) work days.

SECTION C. The City will not be responsible for the loss or theft of an employee's personal property which is brought to work.

SECTION D. A regular, full-time, seniority employee will be granted One (1) day of leave with Eight (8) hours pay at his regular, straight-time rate at the time of the birth of his own child, if the birth occurs during his normal work week.

SECTION E. When an employee is assigned to be on stand-by over a weekend (i.e. Saturday and Sunday) the employee will be paid Two (2) hours at his regular straight-time rate for each day. When an employee is assigned to be on stand-by during the work week (i.e. Monday through Friday inclusive) the employee will be paid One-Half (1/2) hour at his regular straight-time rate for each day.

SECTION F. The City reserves the sole right to contract out or subcontract any work, operations, processes, or services of the same nature and to the same extent as prior to the effective date of this Agreement, however, the City agrees that if other specific work regularly performed on the effective date of this Agreement by full-time bargaining unit employees is to be subcontracted or contracted out from the bargaining unit and such subcontracting or contracting out of work would clearly and directly cause the permanent and complete layoff of full-time employees who were in the bargaining unit on the effective date of this Agreement, the City shall notify the Union of such, and, if the Union so requests within Ten (10) days, arrange a special conference to negotiate on the matter before such subcontracting.

SECTION G. Notwithstanding any other provision of this Agreement, all supervisory employees shall be permitted to perform work within the bargaining unit in accordance with past practice only except that in the Department of Public Works supervisory employees shall be permitted to perform bargaining unit work on a limited basis and in the case of emergencies and for the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.

SECTION H. Whenever a regular, full-time employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of his employment and receives Workmen's Compensation payments due to said injury, the City will pay his full hourly straight-time rate for those hours he would otherwise have been scheduled to work (less the amount of the Workmen's Compensation payments due to said injury) for the period of such absence not to exceed Ninety (90) calendar days. The City may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence. If the absence exceeds Ninety (90) calendar days, the leave will be considered under the provisions of Article XXIV - Health Leaves.

#### ARTICLE XXXIV--SCOPE OF AGREEMENT

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

SECTION B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXV - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXXVI - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of April 3, 1973, and shall continue and remain in full force and effect to and including April 2, 1975, and thereafter for successive periods of One (1) year, unless either party shall at least Ninety (90) days prior to April 2, 1975, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION B. This Agreement may be reopened for the sole purpose of negotiating a general change in the rates of wages and

fringe benefits on April 2, 1974, by either party giving written notice to the other party not less than Ninety (90) days prior thereto of a desire to reopen the question of rates of wages and fringe benefits for negotiation and agreement.

SECTION C. If any negotiations described in Section A and B above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION D. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly-authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

CITY OF LAPEER

CITY OF LAPEER EMPLOYEES CHAPTER  
OF LOCAL NO. 1421 AND COUNCIL 55  
OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Negotiating Committee

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Negotiating Committee

By \_\_\_\_\_  
Negotiating Committee

By \_\_\_\_\_  
Negotiating Committee

By \_\_\_\_\_

Chapter Chairman



SCHEDULE "A"

WAGE RATE SCHEDULE - EFFECTIVE APRIL 4, 1973 TO APRIL 2, 1974

<u>CLASSIFICATION TITLES *</u>	<u>STARTING RATE **</u>	<u>REGULAR RATE</u>
Laborer	\$3.12	\$3.67
Motor Equipment Operator II	3.80	4.47
Automotive Mechanic	3.54	4.16
Motor Equipment Operator I	3.31	3.89
Water Serviceman	3.12	3.67
Meter Reader	3.12	3.67
Wastewater Plant Operator Trainee	3.12	3.67
Wast Plant Operator	3.59	4.22
Waste Plant Operator & Mechanic	3.86	4.54
Park Attendant	3.12	3.67

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\* It is understood that the designation of classifications are for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

\*\* The Starting Rate will be paid to employees during the initial Six (6) month probationary period (as set forth in Article XI - Length of Service) and during the Three (3) month probationary period in the case of promotion or transfer (as set forth in Article XIII - Promotions and Article XIV - Transfers).