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6/30/99

LABOR AGREEMENT

CITY OF JACKSON

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Jackson City



July 1, 1996 through June 30, 1999

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AGREEMENT

THIS AGREEMENT, made effective upon its date of execution by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES, hereinafter referred to as the Association,

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION

Section 1.1: Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining agency for all regular full-time employees employed within any of the classifications set forth in Appendix A, but excluding seasonal employees, temporary employees, part-time employees and all other employees of the Employer. The City shall notify the Association when it makes application for federally funded projects which affect work performed by employees in the bargaining unit. The Association may review the project application at the Office of Personnel and Labor Relations.

- (a) Temporary/Seasonal Employee defined. A temporary or seasonal employee shall be defined as an employee who is hired for a period of not to exceed one year.

Section 1.2: Management Rights. The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and its employees are vested solely and exclusively in the Employer.

- (a) Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an economical basis. Subcontracting by the Employer shall not directly result in employees being laid off from employment with the Employer.

Section 1.3: Discrimination. The Employer and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Association.

Section 1.4: Association Activity. The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours. There shall be no Association meetings held on City property, unless authorized in writing by the Employer. Employees, who are elected or appointed to attend Association meetings, seminars or workshops, will be granted leave

without pay to attend, provided reasonable advance notice is furnished to the Employer and further provided that the requested time off does not impair the operations as determined by the department head.

- (a) It is understood and agreed that there may be no more than one (1) employee from any division of a department within the City on Association leave at the same time. It is likewise understood and agreed that no more than one (1) Association representative may be relieved from his/her work within a given division of a department at any one time for Association business, grievance representation or contract negotiations. Said release from work shall be without pay.
- (b) At the time new employees are hired, the Employer will explain the Agency Shop and dues check-off provision of this Agreement to said employees. If the employees wish to join the Association and/or to have the dues or representation fee deducted from their pay, the Employer will have them sign the proper membership and check-off form which shall be post dated to conform to this Agreement.
- (c) See Section 2.4 for grievance release time procedure.

Section 1.5: Association Security. It is understood and agreed that all present employees covered by this Agreement, who are members of the Association, shall remain members in good standing for the duration of this Agreement or cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiating and administering this Agreement as determined by the Association. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Association shall become and remain members in good standing of the Association within thirty-one (31) days after the execution of this agreement or cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiating and administering this Agreement as determined by the Association. All employees covered by this Agreement and who are hired after the effective date thereof, shall become and remain members of the Association in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Association upon the completion of thirty-one (31) days from the date of hire.

- (a) Employees who fail to comply with Section 1.5 shall, if such failure is not corrected within fifteen (15) days after written notice to the Employer by the Association, forfeit their right to continued employment by the City.
- (b) The Association shall defend and indemnify and save the Employer harmless from any and all claims, demands, suits or any other actions arising from these agency shop provisions in the event it is determined under substantive law that said agency shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in the control of or responsibility of the Association.

Section 1.6: Check-off of Dues. All those employees who are or become members of the Association and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct the regular monthly dues. Said deductions shall be immediately forwarded to the Association. A check-off list shall accompany the deductions, setting forth the name of the employee and the amount of dues.

- (a) The Association shall defend and indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Association.

Section 1.7: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 2.1: Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2.2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within forty-eight (48) hours after the employee first had knowledge of the occurrence of the event upon which his complaint is based, or within forty-eight (48) hours of when facts were such that the employee reasonably should have had knowledge (Saturdays, Sundays and holidays excluded). The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, stating the facts upon which it is based, when they occurred, persons involved, and specify the section of the Agreement which allegedly has been violated. The grievance must be signed by the employee who is filing the grievance and must be presented to the employee's immediate non-unit supervisor by the steward or committee person within five (5) regularly scheduled working days after the supervisor gave the employee his verbal answer as provided in Section 2.2 above. The grievance must be written on a form mutually agreeable to the Association and the Employer.

The non-unit supervisor shall give a written answer to the steward or committee person within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the steward or committee person shall so indicate on the grievance form and sign it with one (1) copy provided to the supervisor.

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Association steward and/or employee must present the grievance to the employee's department head, or someone designated by him, within five (5) regularly scheduled working days after the supervisor gave the employee the written First Step answer. The department head and/or his designated representative shall notify the Association President of the dates and times of the meeting and shall meet with the Association steward or committee person and the aggrieved within seven (7) regularly scheduled working days after the grievance is presented at this step.

Within five (5) regularly scheduled working days after the discussion, the department head shall give the Association the written Second Step answer. If the answer is satisfactory, the Association representative shall so indicate in writing, giving one (1) copy of the settled grievance to the department head.

THIRD STEP. If the grievance has not been resolved in the Second Step and the Association desires to appeal it to the Third Step, the Association committee must present the grievance to the Director of Personnel and Labor Relations within seven (7) regularly scheduled working days after the department head gives the Association representative his Second Step answer.

The Personnel Director and/or someone designated by him/her shall meet with the Association grievance committee to discuss the grievance within seven (7) regularly scheduled working days after the grievance is presented at this step. The grievant shall be represented by the Association committee of not more than three (3) persons, one of whom shall be a representative from the Michigan Association of Public Employees, and another representative shall be the steward representing the department where the grievance arose. The grievant may attend this meeting upon the mutual consent of the Employer and the Association.

Within seven (7) regularly scheduled working days after the discussion, the Personnel Director shall give the Association a written Third Step answer. If the answer is satisfactory, the Association representative shall so indicate in writing giving one (1) copy of the settled grievance to the Personnel Director.

FOURTH STEP. If the grievance has not been resolved in the foregoing steps, and the Association desires to process the grievance further, it shall within fifteen (15) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the written Third Step answer from the Personnel Director, give written notice to the Personnel Director of its desire to arbitrate the grievance. The parties will attempt, within ten (10) days of such notice, to mutually agree upon an arbitrator to decide the issues. If the parties are unable to mutually agree upon an arbitrator, then the Association may request a list of arbitrators from the Federal Mediation and Conciliation Service in accordance with the following rules:

- (a) The request to FMCS will be for a list of nine (9) arbitrators. Once the list of nine (9) arbitrators has been received, either party may disqualify the entire list and request a new list of nine (9) arbitrators. If the parties are satisfied with the first list or once the second list is obtained, the parties shall confer and each party shall strike a name from the selected list of nine (9) names alternatively until there is only one (1) name left and said person shall serve as arbitrator for the grievance.

The arbitrator shall determine all questions over which he has jurisdiction pursuant to this Agreement, including threshold questions, if any, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to or subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discipline, including discharge, that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the grievant, the Association and the Employer provided he has not exceeded his authority as outlined herein. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses, to include wages. If either party withdraws a grievance or requests postponement and is granted same, the party requesting the postponement or withdrawing the grievance shall be responsible for the fees of the arbitrator, if any. If the Association requests a postponement and is granted same, the back pay liability of the Employer, if any, shall cease on the date the original hearing had been scheduled. If a grievance is settled by the parties prior to the arbitration hearing and/or award, expenses of the arbitration shall be paid as agreed upon in the settlement agreement.

Section 2.3: Time Limits in Grievance Procedure. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

Section 2.4: Association Representative Functioning in Grievance Procedure.

- (a) It is expressly understood that, in no event, shall any Association representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of their non-unit supervisor, which approval will be granted, as soon as is practicable after the urgent or critical aspects of the job have been completed, or the person the Association representative desires to see becomes available, then if denied, such denial shall be a proper subject of the grievance procedure. It is likewise understood and agreed that the Employer shall not pay for time

spent investigating or processing grievances beyond the Third Step of the grievance procedure. In addition, the writing of the grievance and grievance answers shall occur during non-working hours.

- (b) Upon prior approval of the steward's immediate supervisor, stewards may be released from duty, with pay at the discretion of the supervisor, for the purpose of investigating and/or processing grievances that may arise under the collective bargaining agreement.

Criteria for release of stewards is as follows: In order to qualify for release time as stated above, the steward must provide the following information to the supervisor in writing:

- (1) Location of where the meeting is to be held;
- (2) Whom the steward will be meeting;
- (3) Expected time of return; and
- (4) The name of the supervisor of the employee the steward is meeting.

This information is to be given to the steward's supervisor when the initial request for release time is made.

However, for grievances protesting suspension or discharge a reasonable amount of on-duty time may be spent by the Association representative writing the grievance.

Section 2.5: Employer answers to grievances filed under this procedure shall contain reasons for denial and must state the facts upon which their decision is based.

Grievances appealed by the Association at any step of this procedure must have the reasons for rejecting the Employer's answer and must state the facts upon which the rejection is based.

Section 2.6: It is understood and agreed that in the case where an employee is being questioned and said employee reasonably believes that said questioning may result in discipline, he shall be entitled to have one (1) Association representative present if he so requests.

ARTICLE 3 - DISCHARGE/DISCIPLINE CASES

Section 3.1: Time Limits for Grieving Discharge. In the event an employee under the jurisdiction of the Association who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the employee's department head within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3.2: Compensation Upon Reinstatement. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension less any compensation he may have earned at new or expanded employment during such period and less unemployment compensation and/or workers compensation paid during said period.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1: The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 4.2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 5 - SENIORITY

Section 5.1: Seniority Defined. Seniority shall be defined as an employee's length of continuous, full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer as a regular, full-time, non-seasonal, non-temporary employee since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

- (a) Leaves of absence without pay of over thirty (30) calendar days and absences following layoffs or disciplinary actions in excess of thirty (30) calendar days shall be deducted from an employee's seniority.

Section 5.2: Probationary Period. All new employees hired after the ratification of this Agreement shall be probationary employees until they have actually worked one thousand forty (1040) hours for the Employer. However, such employees will qualify for holiday pay and sick leave pay after they have actually worked a minimum of four hundred eighty (480) hours. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the probationary period, the employee shall have no seniority status, will not be considered a regular, full-time employee and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 5.3: Seniority List. The Employer will maintain an up-to-date seniority list by departments. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the written examination for their present position and then, if their scores are identical, alphabetically by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5.4: Termination of Seniority. An employee's seniority and employment shall terminate:

- (a) If he quits, retires, or is justifiably discharged.
- (b) If following a layoff for the lack of work or funds, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his supervisor or his superintendent within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- (d) When he has been laid off for the lack of work or funds for a period equal to the length of his seniority or twenty-four (24) consecutive months, whichever is the lesser.

Section 5.5: Layoff. When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a classification, part-time and/or probationary employees within the job classification being reduced shall be laid off first provided there are seniority employees within the classification who have the then present skills and ability to perform the work in the classification. Thereafter the seniority employee or employees with the least classification seniority in the affected classification shall be the ones removed therefrom.

- (a) A laid off employee may bump to any previously held position which was held satisfactorily, or bump the least senior employee in a classification which a laid off employee is capable of performing. That employee must meet the following criteria:
 - (1) Must meet minimum requirements of the job at the time of receiving notice of layoff;
 - (2) Must hold or obtain any licenses required by position within orientation period; and
 - (3) Must be able to perform the essential elements of the job within the orientation period as in Section 5.6.

Failure to meet the criteria outlined above within the specified time limits will void the bump and cause the participants to be returned to their previous status, with no further bumping rights.

- (b) Employees thus bumped from their job classification shall exercise the same right, seniority permitting. If an employee does not have enough seniority to displace an employee in a classification which he/she has permanently held prior to the layoff, then said employee shall be laid off from employment and all pay and fringe benefits shall cease.
- (c) Upon promotion to a regular, full-time job classification within the bargaining unit, employees shall have their City seniority become their job classification seniority after they have been physically present and worked 1040 hours in said classification.

Section 5.6: Recall of Employees. Employees laid off from a given classification shall be recalled to said classification in inverse order of layoff as vacancies occur, provided they still have seniority with the City and provided they have the then present ability to satisfactorily perform the available work without break-in or training.

If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work and the available work is of such a nature that a normal employee shall be able to learn to perform such work with a break-in or training period of not to exceed ten (10) regularly scheduled working days, the senior employee in the department who has the capability and the special qualification, if such are required, to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given such break-in or training. If under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- (a) If an employee is given minimum break-in or training as above provided and demonstrates that with such break-in or training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work, until work is again available in a job for which he has the then present ability to perform without break-in or training to which his seniority entitles him.

Section 5.7: Definitions of Satisfactory Ability. Where referred to in Section 5.5 and 5.6 of this Article, "then present ability to satisfactorily perform the work required in a classification without training" does not preclude an employee from receiving on the job "simple and necessary instructions" regarding such job or operation. "Simple and necessary instructions" shall mean that the employee is not entitled to training with respect to such job classification, but, rather, that he has the present ability to satisfactorily perform the work requiring only that he be shown the peculiarities of the equipment involved, if any, and the unusual aspects of their operation, and the end result he is expected to achieve in the performance of the job requirements.

Section 5.8: Job Bidding. When it is necessary to fill a new, permanent job classification or a regular vacancy in an existing job classification which is represented by the Association, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regularly scheduled working days. During such period, regular bargaining unit employees who have completed their probationary period and bargaining unit employees on layoff status may bid for such opening or vacancy by completing an appropriate application form in the Department of Personnel and Labor Relations. Regular, temporary and part-time non-bargaining unit employees may also bid on such opening or vacancy provided they are currently employed and have been employed a minimum of one hundred sixty (160) hours in the twelve (12) week period immediately preceding such posting. This posting procedure shall not apply to openings or vacancies in classifications which are federally or state funded.

- (a) Notices of all vacancies within the bargaining unit will be posted in all appropriate divisions in the City; such posting shall not occur more frequently than every ninety (90) days for any given classification title within a given division.

The Personnel Director or his/her designee shall establish for each job classification, prior to posting for such classification, a weighting system designed to rank qualified applicants according to their probable ability to perform the job. The weights assigned to each category shall appear on the job posting. Such weighting systems may include consideration of written examination scores, an oral examination or interview, an evaluation of relevant educational and practical experience, performance tests and/or other matters deemed by the Personnel Director or his/her designee to be relevant to an applicant's probable job performance. Names of qualified applicants shall be ranked on eligibility lists in the order determined by the scores received by the applicants under the appropriate weighting system with a combined score on the weighting system of 70% being the minimum passing score. In the case of eligibility lists established by open competitive examinations there shall be no minimum passing score.

- (b) The department head, following the internal posting, may call for an open competitive examination with the approval of the Director of Personnel and Labor Relations or may appoint, with the approval of the

City Manager, from those employees who have applied relying on either examinations and/or interviews only.

- (c) Where five (5) or more applicants, in the case of promotional openings or ten (10) or more applicants in the case of open competitive openings, are determined to qualify based on their possessing the necessary job requirements and having attained the minimum test score and are certified after the examination, the City Manager, after consultation with the department head, shall select one of the top five (5) applicants if the opening is promotional, or one of the top ten (10) applicants if the opening is open competitive, and appoint said applicant to the vacancy. If three (3) of the top five (5) applicants, if promotional, or four (4) of the top ten (10) applicants, if open competitive, are bargaining unit employees, then one (1) of such bargaining unit employees shall be selected for the vacancy. The appropriate eligibility list, in alphabetical order, shall be made available to the Association if a grievance involving this procedure is filed.
- (d) The Director of Personnel and Labor Relations and the department head will review personally all recommendations for appointment or promotion to vacancies within the unit to assure compliance with subsection (c) above.
- (e) All vacancies will be filled under normal circumstances within sixty (60) days. The Association will be notified in those cases where the Employer is unable to fill a vacancy in the normal time span. The Employer retains the right to determine whether a vacancy is to be filled. If the Employer determines that it will not fill a vacancy, then it will notify the Association within seven (7) calendar days of the determination that it will not fill the vacancy.
- (f) When an employee is awarded a job under this section after the ratification of this Agreement, he shall be on a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one thousand forty (1040) actual hours of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job. If a job requires a driver's license and State law requires certain endorsements and an employee cannot obtain said license or endorsement or loses them, he shall be removed from the classification and be allowed to bump into any lower or equal job for which he has the then present ability and or licenses to perform in the same manner as if he had been laid off. If a job specification or State law requires a certain job-related license or certificate, the employee must possess said license or certificate on the date specified by the Employer.
- (g) Any employee, who is awarded a job under the procedure set forth in this Section, shall not be awarded another job, the rate range of which is equal to or less, under this promotional procedure during the next succeeding six (6) months. Any employee, who is removed from a job classification for which he had applied because of his inability to satisfactorily perform the requirements thereof, as provided in subsection (f) above, shall be ineligible to bid on another job during the three (3) month period following the date of the setback. Any employee who bids on a job, is awarded the same and refuses said job shall not be eligible to bid on another job for one (1) year. If an employee withdraws his application prior to being awarded the job, that employee's application shall not be counted under the provisions of Section 5.8 (c) and a replacement name, if available, shall be added to the eligibility list.

Section 5.9: Temporary Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status to fill temporary jobs or temporary vacancies or

to take care of unusual conditions or situations which may arise for a period of not to exceed forty-five (45) consecutive regularly scheduled working days.

- (a) When an employee is temporarily transferred from one job classification to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification, unless he is transferred for a period of more than one (1) hour to a job classification for which the maximum of the rate range is higher, in which event he shall be paid for the duration of such transfer the salary rate of the higher class, as if he had been permanently promoted to said job.

Section 5.10: Transfers Outside Bargaining Unit. When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall not continue to accumulate seniority for a period of six (6) months after said promotion or transfer. If, during said six month period, the employee is removed from such supervisory or other job with the Employer for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit, which he has the then present ability to satisfactorily perform without trial or training, seniority permitting. If an employee is removed after six (6) months, he shall have no right to return to the unit.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1: Special Leave. The Employer may grant special leaves of absence without pay to an employee, who has completed his probationary period, as follows:

- (a) The department head in his/her sole discretion may authorize an employee to be absent for a period of not to exceed thirty (30) calendar days for personal reasons.
- (b) In addition, the City Manager in his/her sole discretion may authorize an employee to be absent for any period or periods not to exceed ninety (90) calendar days in any consecutive twelve (12) month period.
- (c) Employees who have exhausted all accumulated sick leave, vacation leave, and special leave if granted, shall be terminated from employment. An employee who is absent from work due to illness or injury whether work-related or nonwork-related for twenty-four (24) continuous months shall be terminated.

Section 6.2: Sick Leave. Effective with the initial date of employment, every seniority employee shall be granted eight (8) hour sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, pregnancy or injury, when quarantined or for death in the employee's immediate family (except as noted in Section 6.2(g)). The immediate family for this purpose shall be defined as an employee's current spouse, children, father or step-father (not both), mother or step-mother (not both), brother, sister, current parents-in-laws, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the Department Head. It is understood and agreed that sick leave will not be abused. A medical certificate containing a diagnosis and prognosis will not be required to substantiate a request for approval of sick leave for three (3) consecutive days or less unless the employee has been notified in writing about excess use or abuse of sick leave. An employee will not receive a written notice unless he has first been verbally cautioned by his supervisor on at least one occasion. Following use of sick leave in excess of five (5) consecutive working days, a supervisor shall require a medical certification of fitness to work and a diagnosis and prognosis at the time an employee returns to work. Employees shall use sick leave when absenting themselves from work for their own doctor or dentist appointments, not family members. Such usage shall be accomplished by recording each

absence as it occurs, showing actual length of time of the absence, and the actual total absence shall be deducted from sick leave accrual accordingly.

- (a) An employee or member of his family shall notify his supervisor at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent. It is understood and agreed that sick leave time used will be counted as time worked for the purposes of computing overtime pursuant to the provisions of Article 7, Sections 7.3 and 7.4 of this Agreement. If an employee has a member of his family notify the supervisor that he is going to be absent for reasons covered under Section 6.2 above, it is expressly understood that he is responsible for that call as if he had made the call himself.
- (b) In order to accumulate sick leave for any given month, the employee must actually work or be on vacation for eighty (80) or more hours in said month.
- (c) An employee, who makes a false claim for paid sick leave, shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
- (d) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor to another party.
- (e) If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.
- (f) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers Compensation Act, the employee shall be paid his regular wage, not to exceed eight (8) hours per day at his/her regular straight time hour rate during the qualification period for workers' compensation (first seven (7) days). Once the employee has qualified to receive workers' compensation payments, beginning the eighth (8th) day, he/she shall receive no further payments from the City and thus the employee shall receive only workers' compensation payments. It is understood and agreed that an employee shall not receive both wages and workers' compensation payments for the same period of time, thus once an employee qualifies for workers' compensation payments, and as a result of said qualification, receives payments for lost hours of work which have already been paid by the City, the employee shall endorse over to the City his/her workers' compensation payment.
- (g) Sick leave may be used for family illness, however, it may be capped at three days per year with extensions granted by the employer based upon demonstrated need. The decision of the employer is final as to granting of extensions of sick leave for family use. However, nothing herein shall limit any rights an employee may have under the Family Medical Leave Act.

Section 6.3: Military Leave. Military leave shall be granted employees as follows:

Any employee, who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year. During such leave, the City shall pay the difference, if any, between regular City pay and military pay. This

computation will not include military week-end pay. Such leave of fifteen (15) calendar days shall also be granted to employees who are called to or volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

Section 6.4: Jury Duty Leave. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

- (a) In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 6.5: Funeral Leave. Regular, non-probationary employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for a day necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral, cremation or interment service of a member of their immediate family. Additional days may be allowed upon approval of the Personnel Director and said additional days shall be deducted from sick leave. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, father or step-father (not both), mother or step-mother (not both), brother, sister, or parents-in-law, grandparents and grandchildren. The leave days above referred to shall end not later than the calendar day following the day of the funeral, cremation or interment service and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

ARTICLE 7 - HOURS

Section 7.1: Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.

- (a) It is understood and agreed that certain operations within the Waste Water Treatment Department work a ten (10) days on and four (4) days off work schedule and that this work schedule may be maintained for the duration of this Agreement.
- (b) It is understood and agreed that certain operations within the Water Department will observe the work schedule provided in an appendix attached hereto.
- (c) It is expressly understood and agreed that should any of the present work schedules be determined not to comply with the State or Federal wage and hour laws, including the overtime portions thereof, the City may amend said work schedules so as to comply with said laws.

Section 7.2: Break Periods. Employees shall be required to be at their job station and ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except for their lunch period and except for the following periods:

- (a) Employees shall be entitled to a fifteen (15) minute break at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift at a time designated by the Employer, but shall be required to remain at work until the start of such break period and be back at their work stations and resume work at the end of such break period. Said break shall be taken on the job site and employees shall not be allowed to go to restaurants for breaks from April 1 of each year through October 31 of each year. From November 1 of each year through March 31 of each year Unit I and II field personnel shall be allowed to take their breaks at a restaurant which is the closest restaurant to their job site. Employees shall be required to check out by radio prior to leaving the job site and shall check back in by radio upon their return to the job site after their break. Unit II personnel shall be allowed to take their breaks in the lunch room or lounge areas provided in the building in which they work.
- (b) Where overtime extends the regular work day at either its beginning or end, there shall be a fifteen (15) minute coffee break for each two (2) hours worked beyond the regularly assigned eight (8) hour shift, i.e., ten hours = 15 minutes, twelve hours = additional 15 minutes, fourteen hours = additional 15 minutes, etc. If conditions are of such an emergency nature as to not permit the granting of said breaks, fifteen (15) minutes additional pay shall accrue for each two (2) hours worked, as described above.
- (c) Employees, except those employees who are assigned to office duties, shall be entitled to a five (5) minute wash-up period immediately prior to the start of their unpaid lunch period and immediately prior to the end of their shift, but shall not be permitted to leave the premises prior to the start of their lunch period or end of shift.

Section 7.3: Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day.

- (a) Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked on Saturday, except in case of employees working in classifications which normal work week includes Saturday.
- (b) For those employees working in classifications whose normal work week includes Saturday shall be paid time and one-half (1-1/2) their regular hourly rate of pay for all hours worked on the sixth consecutive day of their work week, except those employees working the ten (10) days on, four (4) days off schedule, who shall be paid time and one-half (1-1/2) their regular straight time hourly rate for all hours worked in the eleventh (11th) and thirteenth (13th) consecutive work day.
- (c) Employees working in the Water Treatment Plant shall be paid time and one-half (1-1/2) in accordance with the appendix attached hereto.
- (d) When overtime work is scheduled, the Employer will endeavor to give the employee involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and Department, where the overtime work occurs among employees who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.
- (e) The Employer shall determine which work is to be performed on an overtime basis. When the Employer determines that work is to be performed in an overtime basis and the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and, at

the City's discretion, shall be performed by the employee or employees, who were performing the specific job immediately prior to the occurrence of the overtime period. Overtime which is an extension of the work shift may, at the City's discretion be completed by the employee who started said task.

Section 7.4: Double Time. Double the employee's regular hourly rate of pay will be paid for all hours worked on a Sunday, except in case of employees working in classifications which the normal work week includes Sunday.

- (a) For those employees working in classifications whose normal work week includes Sunday shall be paid two times (2) their regular hourly rate of pay for all hours worked on the seventh (7th) consecutive day of their regular work week, except those employees working the ten (10) days on, four (4) days off schedule, who shall be paid two (2) times their regular straight time hourly rate for all hours worked on the twelfth (12th) and fourteenth (14th) consecutive work days.
- (b) Employees working in the Water Treatment Plant shall be paid double time for all hours actually worked in accordance with the appendix attached hereto.
- (c) The premium payment specified for the eleventh (11th), twelfth (12th), thirteenth (13th) and fourteenth (14th) day for employees working the ten (10) day on, four (4) day off schedule shall not apply if the work schedule is altered for reasons of employees being allowed to trade days off.

Section 7.5: Overtime Work Requirements. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. In the case of overtime which has been planned twenty-four (24) hours or more in advance of work, employees scheduled for such work shall be given not less than four (4) hours advance notice. Four (4) hours advance notice shall also be given in the case of leaf pickup.

- (a) Job Classification Overtime. Prior to October 1 of each year, the Employer will post a bulletin for each job classification within the respective departments and employees may indicate their desire to be called for overtime work in their classification. Employees who sign this voluntary overtime posting shall be placed on this voluntary overtime list. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign the voluntary list shall have no right to work overtime under this subsection, unless the required manpower cannot be obtained from the voluntary list or unless they are held over pursuant to subsection (e) of Section 7.3. Regular, full-time employees hired, transferred, promoted or bumped into a classification after the posting of the overtime list may sign said list after they have become qualified.

In obtaining workers for overtime work, within a given classification, the Employer will call the volunteer list in rotation. If on a given occasion an employee, who is next in rotation on the overtime list, is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity, but in no case shall be paid for work not performed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report in for work.

Employees, who sign the volunteer overtime list and who refuse or fail to report for said overtime when contacted more than two (2) times, shall have their name removed from the list. Employees, who sign the voluntary overtime list and are unavailable to report for said overtime because they cannot be reached for more than four (4) times, shall have their name removed from the list. An employee who has placed his name on the

volunteer list may remove his name from said list. However, once he removes his name, he may not again sign said list until the following October posting.

- (b) Snow Removal Overtime. Prior to October 1 of each year, the Employer will post a bulletin on which qualified operators of plowing and salting equipment working within the Department of Public Works may indicate their desire to be called for overtime work on snow removal operation. Employees who sign this voluntary overtime snow removal posting shall be placed on a voluntary snow removal list. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign the voluntary snow list shall have no right to work snow removal on an overtime basis, unless the required manpower cannot be obtained from the voluntary list, or unless they are held over pursuant to subsection (e) of Section 7.3.

Employees who are not qualified to perform snow removal work when the sign up list is posted will be allowed to have their names added to the snow removal overtime list once management has determined that they are qualified to perform snow removal work.

After the ten (10) day posting period the list shall be rearranged so as to obtain an appropriate mix of more experienced and less experienced snow removal employees regardless of classification.

In obtaining workers for snow removal overtime work, the Employer will, on each occasion, call employees on the volunteer list. The calls shall be made in continuing rotation throughout the snow season, commencing at the top of the list. If sufficient employees are not obtained, the Employer shall force the least senior employee(s) capable of doing the job to work and said employee(s) shall be required to work.

An employee who has placed his name on the volunteer list may remove his name from said list. However, once he removes his name, he may not again sign said list until the following October posting.

Employees who sign the volunteer overtime list may have their names removed from the list by the Employer for cause.

The Association shall have access to the snow call sheets each time after a snow call in is made.

- (c) Winter Snow Watch. Prior to October 1 of each year the Employer shall, by posting, request employees of the Public Works Division who are interested in the winter snow watch position (previously known as night man) to show said interest by submitting a written request for said position to the department head. The posting shall state the requirements that the applicant must have in order to be considered for the position. The posting shall also state the hours of work the position requires. Prior to October 1, the Employer shall select the employee or employees that it, in its sole discretion, which shall not be abused, believes to be qualified to perform the work. The employee(s) selected shall be paid at Class Grade 307, as though promoted, and shall work the shift hours specified by the Employer. If no bargaining unit employees apply for the position or if, from those who do apply, the Employer, in its sole discretion, which shall not be abused, does not believe any are qualified, the Employer shall have the right to assign non-bargaining unit employees to the position.

Section 7.6: Flexible Work Hours for Office Personnel. Flexible work hours for City MAPE office personnel may be scheduled in accordance with Administrative Regulation No. 31.

Article 8 - WAGES

Section 8.1:

- (a) The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendices A and B attached hereto and by this reference made a part hereof.
- (b) When promoted to a position in the next higher class grade, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 5% increase.

When promoted to a position in a class grade two or more class grades higher, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 10% increase.

Section 8.2: Creation of New Job Classifications. If, during the life of this Agreement, a new job classification is created or significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Association shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Association served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 8.3: Work Requirements. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 8.4: Call-In-Pay. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1-1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins not separated by three (3) hours. Employees called in to perform work on Sunday shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater. Employees called in to perform work on a day designated as a holiday in Article 9 of this Agreement shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater, in addition to their holiday pay specified in Section 9.2 of Article 9 of this Agreement.

Section 8.5: Reporting Pay. An employee, who reports for work at the start of his own regularly scheduled shift and is sent home because there is no work available for him, shall receive four (4) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work, he shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the Employer, is due to a civil disturbance, threat or rumor thereof, or due to the employee having been bumped by a senior employee, nor shall it apply if the employee has been advised in advance there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hours period refuses to perform same.

Section 8.6: Time Clocks. It is understood and agreed that the Employer shall have the right to install time clocks and require their use during the term of this Agreement. Likewise, the Employer shall have the right to establish procedures necessary to monitor employee work time.

ARTICLE 9 - HOLIDAYS

Section 9.1: Holidays. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day (federally observed), Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day and Christmas Day.

Section 9.2: Holiday Pay. Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such.

Section 9.3: Holiday Qualification. To qualify for holiday pay under this Article, an employee must be a regular, full-time employee, who has actually worked a minimum of 480 hours as of the time the holiday occurs, and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day he was scheduled to work following the holiday, except in cases where the employee's absence on such day or days is due to the fact that such day(s) occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to management.

It is understood and agreed that an employee who receives a disciplinary suspension, which includes a given holiday(s), shall not be entitled to holiday pay.

If the reason for absence on the scheduled work day before or after a designated holiday is claimed illness, the employee must present medical certification that the employee was ill and unable to work on the day(s) of absence.

Section 9.4: Work Performed on Holiday. When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid two (2) times his straight time hourly rate for the hours so worked in addition to the holiday pay specified in Section 9.2 above, except for Water Treatment Plant Operators who shall be paid in accordance with the attached appendix. If a probationary employee works on any day celebrated as a holiday, he shall not be entitled to holiday premium pay, but shall receive his regular straight time hourly rate.

Section 9.5: Celebration of Holiday. When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday occurs on a Sunday, the following Monday shall be celebrated as the holiday. For those classifications where employees normally work Saturday and Sunday as part of their work schedules, except as provided below, the holiday will be celebrated on the day it actually occurs.

- (a) If a Waste Water Treatment Plant Operator/Mechanic has worked ten (10) days in a normally scheduled fourteen (14) day work period and one or more of the holidays described in Section 9.1 occurs on one of the employees' scheduled days off, then:
 - (1) If the specified holiday occurs on an employees scheduled 11th or 12th work day, the employee will celebrate his holiday on the last scheduled day of work prior to the specified holiday.
 - (2) If the specified holiday occurs on an employees' scheduled 13th or 14th work day, the employee will celebrate his holiday on the first scheduled day of work after the specified holiday.

- (3) For a Water Treatment Plant Operator working on a 28 day cycle, if a holiday occurs on the first scheduled day off during a two-day off period, the holiday shall be celebrated on his last scheduled work day. If the holiday occurs on his second scheduled day off, the holiday shall be celebrated on his first scheduled day to work after the holiday. During a scheduled three-day off period, if a holiday falls on the first or second scheduled day off, such holiday shall be celebrated on the last scheduled work day. If the holiday falls on his third scheduled day off, it shall be celebrated on his first scheduled work day following the holiday.

An employee who actually works a day celebrated as a holiday as described in (1), (2) or (3) above, shall be paid in accordance with Section 9.4 of Article 9 of the Agreement.

Section 9.6: Holiday during Vacation. If a paid holiday occurs during a qualified employee's paid vacation, it shall not be counted as a day of vacation.

ARTICLE 10 - VACATIONS

Section 10.1: Vacation Eligibility. Employees, who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- (b) An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety-six (96) hours of vacation with pay.
- (c) An employee who, during the calendar year, will have completed seven (7) but less than fifteen (15) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- (d) An employee who, during the calendar year, will have completed fifteen (15) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred-sixty (160) hours of vacation with pay.
- (e) An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred-eighty four (184) hours of vacation with pay.

Section 10.2: Vacation Accrual and Carry Over. Vacation credit shall accrue at the rate of one-half (½) of the employee's current annual vacation leave for each six (6) months of continuous service, provided an employee shall be entitled to accumulate not more than forty (40) hours in addition to his current annual vacation allowance, except that an employee with seven (7) or more years of service shall be entitled to accumulate not more than eighty (80) hours in addition to his current annual vacation allowance. Such leave may normally be granted in periods of not less than forty (40) hours and not more than the maximum accumulation allowed. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Section 10.3: Vacation Pay. A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation, except that Water Treatment Plant Operators shall be paid in accordance with the attached appendix.

Section 10.4: Vacation Scheduling. The department head shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the department head. Vacation leave shall be granted giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation.

Section 10.5: Vacation Pay at Termination. If an employee with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. In order for a separating or retiring employee, with five (5) or more years of service, to receive a vacation or a lump sum payoff for vacation in his/her final year of employment, said employee must actually be physically present and work at least five hundred (500) hours during said year. If said employee takes their vacation during the year and leaves employment of the City without working the required five hundred (500) hours, they shall have any vacation paid them deducted from their final wages or other payoffs.

Section 10.6: Vacation Usage as Sick Leave. When an employee has exhausted his sick leave credits, he may use any accumulated unused vacation days for purposes of sickness, injury or disability.

ARTICLE 11 - SHIFT PREMIUM

Section 11.1: Shift Premium. A shift premium of ten cents (\$.10) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second shift for all hours worked on said shift. A shift premium of fifteen (\$.15) cents per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third shift for all hours worked on said shift.

- (a) The first shift shall be a shift which starts between the hours of 5:00 a.m. and 12:00 noon. The second shift shall start between the hours of 12:00 noon and 8:00 p.m. and the third shift shall start between the hours of 8:00 p.m. and 5:00 a.m.

ARTICLE 12 - INSURANCE

Section 12.1: Current Employees. Effective upon ratification of this Agreement or as soon thereafter as the insurance carrier can implement the change, the Employer shall provide and pay the cost of a medical, surgical and hospitalization plan, being Blue Cross-Blue Shield Comprehensive Semiprivate PSG-1 with Option V Master Medical, and the following riders: D45NM, SAT-II, SOT-PE, GLE-1, FAE-RC, ICMP, PPNV-1, DC, SD HCB-1, XF, PRE-100, ML, RM, RPS, PCES 1&2, COB-3, and \$5.00 Co-pay Prescription Drug Program or comparable policy, for all regular full-time employees, including spouses and dependent children under twenty-five (25) years of age in all cases where full family coverage is not provided and paid for by the spouse's employer; provided, however, that in the event of non-duty disability of an employee with resulting incapacity to work, the Employer will continue to pay premiums on said insurance and on the insurance provided for in Section 12.5 hereof only for the period of time

equal to such employee's accrued sick leave or for a period of six (6) months during non-duty disability, whichever period is the greater. When an employee or his/her spouse reaches an age or otherwise becomes eligible for Medicare, he/she shall apply for said coverage and the employer shall pay the premium on the such Medicare supplementary or complimentary insurance. Appropriate changes to reflect the above PSG-1 coverage will also be made in the HMO insurance contracts for those employees who have elected such coverage.

Section 12.2: Duty-Disability Retirees. The Employer shall provide and pay the cost of a medical, surgical and hospitalization plan, designated Blue Cross-Blue Shield PSG-1 or comparable coverage with another carrier, for all employees covered by this Agreement who retire on a duty-disability pension on or after July 1, 1974, and are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson. Such insurance shall also cover the spouse and dependent children under nineteen (19) years of age who are dependent at the time of retirement. The above specified insurance coverage and the Employer's liability for the premium thereon shall cease if the retired employee accepts employment with another employer who provides health insurance coverage reasonably comparable to that specified above of if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above. An employee who retires on a duty-disability pension on or after July 1, 1990 and subsequently ceases to be covered by the Employer's insurance because of his/her employment or his/her spouse's employment and resulting insurance may upon termination of such coverage elsewhere, re-enter the insurance coverage as specified in this section. When an employee who retires on or after July 1, 1990 reaches an age or otherwise becomes eligible for Medicare coverage, he/she shall apply for Medicare supplementary or complimentary coverage and the Employer will pay the premium for the retiree only, up to a maximum of \$80.00 per month, for said coverage. Should the premium exceed such maximum, the difference will be deducted on a payroll deduction basis from his/her monthly pension benefits, as will premiums for any medical insurance coverage for his/her spouse and dependent children, as described above, after the retiree becomes eligible for Medicare. If a retiree, whose insurance premium is being paid in full or part by the Employer, should subsequently expire, the insurance coverage as provided for his/her spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

Section 12.3: Non-Duty Disability and Service Retirees. The Employer shall provide and pay the cost of a medical, hospital and surgical hospitalization plan, designated Blue Cross-Blue Shield PSG-1, or comparable coverage with another carrier, for all employees covered by this Agreement who retire after July 1, 1980 on a non-duty disability or service retirement. Such policy shall also include their spouse. The City's liability for payment of premium thereon shall cease upon the retiree reaching age sixty-five (65) or eligible for Medicare, except as follows, or if the retired employee accepts employment with another Employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that Employer provides health insurance coverage reasonably comparable to that specified above. A retired employee, who, after July 1, 1990, ceases to be covered by the Employer's insurance because of his/her employment or his/her spouse's employment and resulting insurance coverage, may, upon termination of coverage elsewhere, re-enter the insurance coverage specified in this section. When an employee who retires on or after July 1, 1990 reaches an age or otherwise becomes eligible for Medicare coverage, he/she shall apply for Medicare supplementary or complimentary coverage and the Employer will pay the premium for the retiree only, up to a maximum of \$80.00 per month for said coverage. Should the premium exceed such maximum, the difference will be deducted on a payroll deduction basis from his/her monthly pension benefits, as will premiums for any medical insurance coverage for his/her spouse after the retiree becomes eligible for Medicare. If a retiree, whose insurance premium is being paid in full or part by the Employer, should subsequently expire, the insurance coverage as provided for his/her spouse may be continued on a payroll deduction basis, if the spouse is eligible to continue receiving pension benefits.

Section 12.4: Prescription Drug Rider for Retirees. Bargaining unit employees, who retire on or after July 1, 1987, and who are eligible immediately for a duty disability, non-duty disability or service retirement benefit from the City shall be provided a \$3.00 co-pay prescription drug rider. The cost of the prescription drug rider shall be paid from

the interest income generated by the pension fund if it does not cost more than one-half of the interest earned by the reserve fund in the pension system.

Section 12.5: Life Insurance. The Employer will provide a thirty thousand dollar (\$30,000) life insurance policy with double indemnity provisions for the regular full-time employees at no cost to the employee.

Section 12.6: Dental/Optical Reimbursement. Effective upon the ratification of this Agreement, the Employer will reimburse employees for proven dental and/or optical expenses, not to exceed five hundred fifty dollars (\$550) combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the Employer reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or optical expenses shall require the employee's certification that the coverage is not available from any other source.

Section 12.7: Long-Term Disability. The City agrees to furnish and pay for the cost of a Long-Term Disability Policy for all employees effective July 1, 1997 or as soon thereafter as processing will allow. The benefit level shall be 60% of employee's salary with a benefit duration to age 65 with a 90-day elimination period. The policy shall be guaranteed issue subject to the 3/12 preexisting clause. The exact terms and conditions shall be subject to the written policy.

ARTICLE 13 - GENERAL

Section 13.1: Association Bulletin Boards. The Employer will provide the Association bulletin board space in each department and/or garage, to be used for the following purposes:

- (a) Notices of recreational and social events of the Association;
- (b) Notices of Association election;
- (c) Notices of results of Association elections;
- (d) Notices of meetings of the Association; and
- (e) Such other notices as receive the prior approval of the department heads.

Such space shall be identified with the name of the Association and the Association will designate persons responsible therefor and forthwith inform the City of the names of such persons.

Section 13.2: Transfer of Employees Between Departments. It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any department of the bargaining unit may be used interchangeably between departments for the duration of the emergency.

Section 13.3: Residency Requirement. All employees who do not live within the boundary lines of the County of Jackson must, within six (6) calendar months after the date of their employment, move within said boundaries for the duration of their employment. This residency requirement shall require that employees:

Establish and occupy a dwelling within the County limits. To maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Section 13.4: The Employer reserves the right to suspend or discharge employees who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if an examination performed by a medical doctor or psychiatrist of the Employer's choice at the Employer's expense reveals such physical or mental unfitness and such employee must submit to an examination and release of findings to the City or their refusal shall constitute grounds for discharge. Disputes regarding what constitutes a refusal may be subject to the grievance procedure, up to and including arbitration. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain an examination from a medical doctor or psychiatrist of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Association shall give the employee an examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department or division within the City and if he is employed by another department or division he shall retain all accrued benefits.

Section 13.5: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 13.6: Safety Equipment and Uniforms. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work, such as safety vest, leather gloves, etc. The Employer shall furnish work uniforms for all employees occupying the classifications contained in Appendix A-1. The Unit I employees shall receive one (1) change per day. The Employer hereby agrees to furnish uniforms as required to parking enforcement employees within the unit. Employees who are furnished a uniform must wear said uniform while working.

Section 13.7: Safety Committee. The Association may establish a safety committee of not to exceed three (3) employees which shall function as a safety liaison in the following manner:

- (a) If the safety committee believes that a safety matter, not a grievance, is of sufficient magnitude it shall submit a request for a safety committee meeting with Management. Such request shall be in writing and contain an agenda of the matters the committee wishes to discuss.
- (b) A safety committee of the Employer comprised of the department head from the department wherein the matters for discussion arise and/or their assistant and other representatives the Employer might deem necessary shall meet with the Association safety committee at a mutually agreed date and time, not more often than every thirty (30) days, to discuss the safety matters contained on the agenda.
- (c) The Association safety committee members shall not be paid by the Employer for time spent in their safety meetings or in preparation therefore.

Section 13.8: Automobile Allowance. An officer or employee of the City, who is required and specifically authorized by the City Manager to use his personally-owned automobile in the conduct of City business, shall be paid monthly therefor at the rate of twenty-seven and one half cents (\$.275) per mile.

Such allowance shall be authorized only to inspectors, field engineering and maintenance personnel and others whose official duties require local travel.

In the event of irregular or occasional necessity for travel with the use of a personally-owned automobile in the conduct of City business or other authorized travel, the City Manager, with the approval of the department head, shall authorize a mileage allowance of twenty-seven and one half cents (\$.275) per mile for such travel. The City Manager may, at his discretion, adjust the twenty-seven and one half cents (\$.275) mileage allowance to equal but not exceed any additional allowance determined by the Internal Revenue Service as an appropriate amount for tax purposes. If the City Manager does adjust the mileage allowance for other City employees, then said allowance shall be adjusted for bargaining unit employees. The amount paid to the members of this bargaining unit for automobile allowance shall not be less than that paid to other City employees.

Section 13.9: City-Owned Vehicle. The Employer reserves the right to assign City-owned vehicles to those employees it deems necessary and to control and govern the use of said vehicles. The City likewise, in its sole discretion, can remove the use of a vehicle from any employee at any time.

Section 13.10: Association Visits. A representative of the Association shall be allowed to visit the premises of the Employer provided he gives prior advance notice of said visit and receives the permission of the Director of Personnel and Labor Relations.

Section 13.11: Supervisors Working. No supervisory or other employee or employees of the Employer excluded from the terms of this Agreement shall be permitted to perform work normally performed by employees covered by this Agreement.

Supervisory employees may perform the work necessary to instruct unit employees. Effective December 2, 1987, working foremen, who are members of the bargaining unit, shall not initiate disciplinary action against other members of the bargaining unit.

Non-unit personnel may perform unit work in case of an emergency which can be cured or alleviated within not more than one hour of work by an excluded employee. In cases of emergencies, which require more than one hour of work, an excluded employee may perform the work until a regular unit employee can take over the work. Where work to be performed requires a special license and a bargaining unit employee does not possess the required license or is not available and a non-unit employee possesses said license, that work can be performed by a non-unit employee.

Section 13.12: Employee Parking. The Employer shall provide parking for bargaining unit employees.

Section 13.13: All employees eligible for membership in the City of Jackson Employee's Retirement System shall come under the terms of said Retirement System.

Section 13.14: It is understood and agreed that it shall be a condition of continued employment that all employees, who operate City vehicles or equipment, must meet any and all standards, regulations or license requirements of the State of Michigan and must at all times possess a valid driver's license with the proper endorsements. It is further understood and agreed that, if an employee obtains a driving record which causes the City's insurance company to request removal of the employee from driving the City's equipment or causes a substantial increase in the City's premium for such vehicle insurance due to his driving record, said employee shall be terminated.

Section 13.15: Flexible Fringe Benefit Plan. Effective July 1, 1992, members of the bargaining unit shall be allowed to voluntarily participate in the City of Jackson's flexible fringe benefit plan, known as "Your Choice". Such plan allocates credits for fringe benefits which can be used to select a fringe benefit package which may more closely provide benefits as needed by each individual employee.

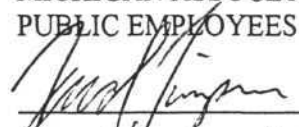
Section 13.16: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Association, 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 not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

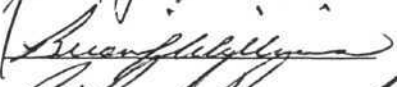
Section 13.17: Zipper Clause. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing. However, the Personnel Policies and Civil Service Ordinance as they may be amended from time to time shall govern matters not covered by this Agreement.


ARTICLE 14 - DURATION OF AGREEMENT

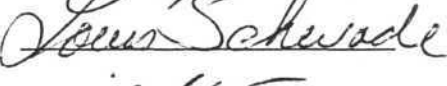
THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the 1st day of July, 1999, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.


MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES




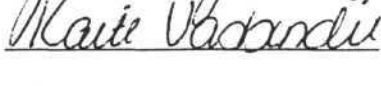




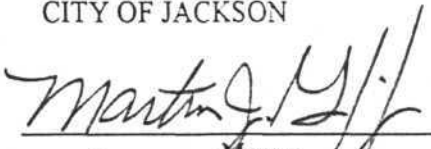


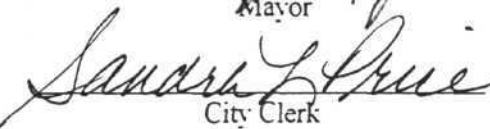


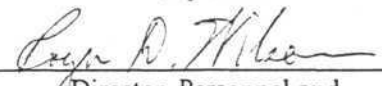




CITY OF JACKSON



Mayor


City Clerk


Director, Personnel and
Labor Relations

May 8, 1997

Dated

APPENDIX A-1

UNIT I

<u>CLASS TITLES</u>	<u>CLASS GRADES</u>
City Hall Maintenance Crew Leader	307
Electrical/Electronic Technician I	306
Electrical/Electronic Technician II	307
Electrical/Electronic Technician III	308
Forestry Technician	307
Garage Crew Leader	308
Greenskeeper	306
Heavy Equipment Operator	305
Janitor	301
Laborer	302
Maintenance Crew Leader	307
Maintenance Worker I	304
Maintenance Worker II	305
Mason/Cement Finisher	306
Mechanic I	306
Mechanic II	307
Mechanic III	308
Meter Reader	304
Senior Sludge Equipment Operator/Mechanic	306
Sludge Equipment Operator/Mechanic	305
Special Equipment Operator	306
Traffic Sign Maintenance Crew Leader	307
Tree Trimmer	305
Utility Worker I	302
Utility Worker II	304
Wastewater Treatment Plant Mechanic	305
Wastewater Treatment Plant Operator/Mechanic	306
Water Meter Service Worker	305
Water Treatment Plant Mechanic/Relief Operator I	306
Water Treatment Plant Mechanic/Relief Operator II	307
Water Treatment Plant Operator I	306
Water Treatment Plant Operator II	308

APPENDIX A-2

UNIT II

<u>CLASS TITLES</u>	<u>CLASS GRADES</u>
Account Clerk I	303
Account Clerk II	305
Account Clerk III	306
Clerk Cashier	303
Clerk Typist I	302
Clerk Typist II	303
Data Processing Clerk I	302
Data Processing Clerk II	303
Dispatcher	306
Engineering Technician I	304
Engineering Technician II	306
Engineering Technician III	307
Financial Assistant	306
Network Administrator/PC Technician	309
Office Assistant I	303
Office Assistant II	305
Parking Enforcement Monitor	302
Tax Compliance Coordinator	305
Tax Processing Leader	306
Wastewater Treatment Plant Laboratory Technician	306
Water Services Assistant	307

APPENDIX B-1

SCHEDULE V
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Effective July 1, 1996 - 3%

Class Grade	Pay Basis	Minimum									Maximum
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
301	Annual	17,781	18,471	19,164	19,855	20,546	21,238	21,930	22,621	23,312	24,002
	Hourly	8.55	8.88	9.21	9.55	9.88	10.21	10.54	10.88	11.21	11.54
302	Annual	18,702	19,431	20,156	20,885	21,612	22,339	23,067	23,795	24,520	25,248
	Hourly	8.99	9.34	9.69	10.04	10.39	10.74	11.09	11.43	11.79	12.14
303	Annual	19,755	20,524	21,292	22,063	22,830	23,598	24,365	25,133	25,901	26,672
	Hourly	9.50	9.87	10.24	10.61	10.98	11.35	11.71	12.08	12.45	12.82
304	Annual	20,677	21,380	22,106	22,856	23,632	24,434	25,261	26,120	27,005	27,921
	Hourly	9.94	10.28	10.63	10.99	11.36	11.75	12.14	12.56	12.98	13.42
305	Annual	21,863	22,603	23,368	24,160	24,979	25,822	26,699	27,602	28,535	29,503
	Hourly	10.51	10.87	11.23	11.62	12.01	12.41	12.84	13.27	13.72	14.18
306	Annual	23,049	23,828	24,631	25,465	26,326	27,215	28,134	29,084	30,068	31,083
	Hourly	11.08	11.46	11.84	12.24	12.66	13.08	13.53	13.98	14.46	14.94
307	Annual	24,365	25,193	26,052	26,938	27,854	28,802	29,785	30,796	31,842	32,927
	Hourly	11.71	12.11	12.52	12.95	13.39	13.85	14.32	14.81	15.31	15.83
308	Annual	25,815	26,693	27,604	28,545	29,518	30,523	31,563	32,640	33,752	34,902
	Hourly	12.41	12.83	13.27	13.72	14.19	14.67	15.17	15.69	16.23	16.78
309	Annual	26,738	27,754	28,810	29,904	31,039	32,217	33,445	34,715	36,035	37,405
	Hourly	12.85	13.34	13.85	14.38	14.92	15.49	16.08	16.69	17.32	17.98

Adopted: March 4, 1997

APPENDIX B-2

SCHEDULE V

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Effective July 1, 1997 - 3%

Class Grade	Pay Basis	Minimum									Maximum
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
301	Annual	18,314	19,025	19,739	20,451	21,163	21,875	22,588	23,299	24,011	24,722
	Hourly	8.80	9.15	9.49	9.83	10.17	10.52	10.86	11.20	11.54	11.89
302	Annual	19,263	20,014	20,761	21,512	22,261	23,009	23,759	24,169	25,256	26,006
	Hourly	9.26	9.62	9.98	10.34	10.70	11.06	11.42	11.62	12.14	12.50
303	Annual	20,348	21,139	21,931	22,724	23,515	24,306	25,096	25,887	26,678	27,472
	Hourly	9.78	10.16	10.54	10.93	11.31	11.69	12.07	12.45	12.83	13.21
304	Annual	21,298	22,021	22,769	23,541	24,341	25,167	26,019	26,903	27,815	28,759
	Hourly	10.24	10.59	10.95	11.32	11.70	12.10	12.51	12.93	13.37	13.83
305	Annual	22,519	23,281	24,069	24,884	25,728	26,597	27,500	28,430	29,391	30,388
	Hourly	10.83	11.19	11.57	11.96	12.37	12.79	13.22	13.67	14.13	14.61
306	Annual	23,741	24,543	25,370	26,229	27,116	28,031	28,978	29,957	30,970	32,016
	Hourly	11.41	11.80	12.20	12.61	13.04	13.48	13.93	14.40	14.89	15.39
307	Annual	25,096	25,949	26,833	27,746	28,690	29,666	30,678	31,720	32,798	33,915
	Hourly	12.07	12.48	12.90	13.34	13.79	14.26	14.75	15.25	15.77	16.31
308	Annual	26,589	27,494	28,432	29,402	30,403	31,439	32,510	33,619	34,765	35,949
	Hourly	12.78	13.22	13.67	14.14	14.62	15.11	15.63	16.16	16.71	17.28
309	Annual	27,540	28,587	29,674	30,801	31,970	33,184	34,448	35,757	37,116	38,528
	Hourly	13.24	13.74	14.27	14.81	15.37	15.95	16.56	17.19	17.84	18.52

Adopted: March 4, 1997

APPENDIX B-3

SCHEDULE V

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Effective July 1, 1998 - 3%

Class	Pay Basis	Minimum										Maximum
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
301	Annual	18,864	19,596	20,331	21,064	21,798	22,531	23,265	23,998	24,732	25,464	
	Hourly	9.07	9.42	9.77	10.13	10.48	10.83	11.19	11.54	11.89	12.24	
302	Annual	19,841	20,614	21,384	22,157	22,929	23,699	24,472	24,895	26,013	26,786	
	Hourly	9.54	9.91	10.28	10.65	11.02	11.39	11.77	11.97	12.51	12.88	
303	Annual	20,959	21,774	22,589	23,406	24,220	25,035	25,848	26,664	27,479	28,296	
	Hourly	10.08	10.47	10.86	11.25	11.64	12.04	12.43	12.82	13.21	13.60	
304	Annual	21,936	22,682	23,452	24,248	25,072	25,922	26,799	27,710	28,649	29,622	
	Hourly	10.55	10.90	11.28	11.66	12.05	12.46	12.88	13.32	13.77	14.24	
305	Annual	23,194	23,980	24,791	25,631	26,500	27,395	28,325	29,283	30,273	31,300	
	Hourly	11.15	11.53	11.92	12.32	12.74	13.17	13.62	14.08	14.55	15.05	
306	Annual	24,453	25,279	26,131	27,015	27,929	28,872	29,848	30,855	31,899	32,976	
	Hourly	11.76	12.15	12.56	12.99	13.43	13.88	14.35	14.83	15.34	15.85	
307	Annual	25,848	26,727	27,638	28,578	29,551	30,556	31,598	32,671	33,782	34,932	
	Hourly	12.43	12.85	13.29	13.74	14.21	14.69	15.19	15.71	16.24	16.79	
308	Annual	27,387	28,319	29,285	30,284	31,315	32,382	33,486	34,627	35,808	37,027	
	Hourly	13.17	13.61	14.08	14.56	15.06	15.57	16.10	16.65	17.22	17.80	
309	Annual	28,366	29,445	30,565	31,725	32,929	34,179	35,482	36,829	38,229	39,683	
	Hourly	13.64	14.16	14.69	15.25	15.83	16.43	17.06	17.71	18.38	19.08	

Adopted: March 4, 1997

APPENDIX C

SUPPLEMENTAL AGREEMENT

IT IS HEREBY AGREED by and between the CITY OF JACKSON (herein the City) and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC (herein the Union) that an experimental program be established to allow employees in the Water Treatment Operator classification to work twelve (12) hour shifts instead of the shifts presently designated in Section I of Article VII of the collective bargaining agreement.

NOW, THEREFORE, it is agreed between the City and the Union that the following provisions of the collective bargaining agreement be amended for purposes of implementing this experimental program for those employees in the Water Treatment Operator classification.

1. Employees shall accumulate eight (8) hours of sick leave for each completed calendar month of service. When an employee uses sick leave, said use shall be deducted on an hour for hour basis, i.e., if an employee is absent one twelve (12) hour shift, then twelve (12) hours shall be deducted from the employee's sick bank. All conditions for accumulation and use of sick leave proscribed in Section 2(a), (c), (d), (e) and (f) of Article VI shall remain unchanged.

Section 2(b) of Article VI shall be amended for employees working the twelve (12) hour shift to provide that in order to accumulate sick leave for any given month, the employee must actually work or be on vacation for eighty (80) or more hours in said month.

2. Amend Section 5 of Article VI to provide the maximum funeral leave available as twenty-four (24) hours under the same terms and conditions as specified in said Section.
3. Amend Section 1(b) of Article VII to provide for the twelve (12) hour schedule as follows:

The first shift, manned by operators A and C shall be on duty from 6:00 a.m. to 6:00 p.m. with their work period beginning at 2:00 p.m. each Tuesday, transferring to second shift each four (4) weeks. The second shift, manned by operators B and D shall be on duty from 6:00 a.m. with their work period beginning at 2:00 a.m. each Wednesday, transferring to first shift each four (4) weeks.

The first shift shall have a relief operator, E or F, work from 6:00 a.m. Monday to 2:00 p.m. Monday on an eight (8) hour shift.

Operators A, B, C and D shall work a total of forty (40) hours in a continuous 168-hour period.

Relief operators E and F shall work a total of forty (40) hours in a continuous 168-hour period on eight (8) hour shifts of 6:00 a.m. to 2:00 p.m. on Monday and as Maintenance Mechanics from 7:00 a.m. to 3:30 p.m., with a one-half hour lunch period on Tuesday through Friday inclusive and Saturday and Sunday as scheduled days off work.

4. Amend Section 3 of Article VII to provide for overtime for all hours worked in excess of twelve (12) hours in any one (1) day.
5. Amend Section 3(c) of Article VII to provide that employees working twelve (12) hour schedule will receive time and one-half (1-1/2) their regular hourly rate of pay for all hours worked on their first and third scheduled

days off and amend Section 4(b) of Article VII to provide payment of double time for all hours actually worked on the employee's second scheduled work day off.

6. Amend Section 4 of Article IX to provide that, when a qualified employee working a twelve (12) hour shift works on any day celebrated as a holiday, he shall be paid two (2) times his straight time hourly rate for the first eight (8) hours so worked in addition to eight (8) hours holiday pay and his regular straight time hourly rate for the remaining four (4) hours.
7. Amend Article X, Vacations, to provide that twelve (12) hour employees, who fall under subsection (a), shall receive eighty (80) hours of vacation; employees who fall under subsection (b), shall receive ninety-six (96) hours of vacation; employees, who fall under subsection (c), shall receive one hundred twenty (120) hours of vacation; employees, who fall under subsection (d), shall receive one hundred sixty (160) hours of vacation; and employees, who fall under subsection (e), shall receive one hundred eighty-four (184) hours of vacation. When a twelve (12) hour employee takes a day of vacation, said employee shall have twelve (12) hours deducted from his vacation accrual.
8. This experimental twelve (12) hour shift shall be for a period of ninety (90) days from the date of its commencement. However, if unusual or emergency situations arise, either party may cancel this agreement.

UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC

CITY OF JACKSON

s/s Frank Coulombe

s/s William P. Buchanan

s/s Michael Fessel

s/s Dirk L. Ross

s/s A. J. Nadell

s/s William J. Mick

Dated: May 1, 1986

APPENDIX C-1

LETTER OF AGREEMENT

This is to acknowledge that the Supplemental Agreement, dated May 1, 1986, and implementing an experimental twelve (12) hour shift for the Water Treatment Plant Operators for a 90-day period, is hereby extended indefinitely, with the right of either party to cancel following 30-day notice.

UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC

CITY OF JACKSON

s/s Michael Fessel

s/s William P. Buchanan

s/s Frank Coulombe

s/s Audrey E. Richardson

s/s Edward Yoakam

s/s A. J. Nadell

s/s Bill Mick

Dated: 9-17-86

APPENDIX C-2

WATER TREATMENT PLANT OVERTIME PROCEDURE

For purposes of overtime there shall be a list maintained by the Employer containing the names of all persons holding the classifications of Water Treatment Plant Operator and Water Treatment Plant Mechanic/Relief Operator. The first name on the list shall be the name of the person with the least amount of overtime recorded with the last name on the list being that of the person with the most amount of overtime recorded. "Overtime recorded" shall be defined as the number of hours actually paid an employee for working overtime as well as the number of hours an employee would have actually been paid if he had worked overtime which was offered but which he declined on a voluntary basis.

When the Employer determines that overtime is necessary, the Employer will call the first name on the list of the persons available to work and offer that assignment to that person. If that person refuses, the Employer will then call the next name on the list of the person that is eligible to work overtime and offer the assignment to that person. The process will continue until the list is exhausted. If the Employer is unable to find a person who volunteers to work overtime, then the Employer shall have the right to require a person to work, according to the following procedure:

In the event it becomes necessary to require a person to work overtime due to the fact that no one volunteers, the Employer shall use the seniority list in inverse order, starting with the person with the least amount of seniority and who is eligible to work being required to work. The next time there are no volunteers to accept the overtime assignment, the person with the second lowest seniority and eligible to work shall be required to work the overtime. This procedure of progressing through the seniority list in inverse order shall continue until all employees holding either of these classifications have been required to work an overtime assignment, then the sequence shall repeat itself. The intent is that over a period of time everyone in these two classifications shall have an equal obligation of being required to work overtime.

The Employer will make every effort to maintain a forty (40) hour work week for employees in these classifications, but this does not constitute a guarantee that this will always be possible with the work schedules presently being utilized. The Association shall have access to the overtime lists.

APPENDIX D

DRUG AND ALCOHOL POLICY

I. PURPOSE

- A. The City of Jackson has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. There is sufficient evidence to conclude that use or abuse of alcohol or illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The City has adopted this written policy to ensure an employee's fitness for work as a condition of employment; to ensure drug or alcohol tests are ordered based on a reasonable objective basis or a part of licensing requirements and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

- A. Employee: All bargaining unit personnel employed by the City of Jackson.
- B. Supervisor: Employees assigned to a position having day-to-day responsibility for supervising subordinates.
- C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs or alcohol.
- D. Reasonable Objective Basis:
 - 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics or alcohol.
 - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test or alcohol test.

III. POLICY

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.
 - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

IV. GENERAL

A. Hearing

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:
 - a. Employee;
 - b. Employee's Union Representative, if applicable;
 - c. Employee's Supervisor(s);
 2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.
 3. If it is determined by Supervision that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.
 4. Said employee shall be required to submit to an immediate blood, urine or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
 5. Such test shall be given pursuant to the procedure as outlined in Appendix D-1 or prior arrangement at a site determined by the department.
 6. The employee shall submit to such test and release of test results to the City; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
 7. After the test has been given and the results known, the employee:
 - a. will be put back to work with full pay for time lost, should the test results be negative; or
 - b. may be subject to discipline, up to and including discharge, should the test results be positive.
- B. All property belonging to the City is subject to inspection at any time without notice, as there is no expectation of privacy.
1. Property includes, but is not limited to, City owned vehicles, desks, containers, files and storage lockers.
 2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor, and in the presence of the employee.

- C. City employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics or that employee is in possession of, consuming or under the influence of alcohol on the City's time or premises shall report the facts and circumstances immediately to their supervisor.

V. PROCEDURE

A. Drug Testing/Urinalysis

1. All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this procedure shall be followed by the examining physicians and others involved in the testing procedure.
 - a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing the applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.
 - b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
 - c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
 - d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
 - e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.
 - f. The results of drug tests of applicants shall be confidential and used for official purposes only.
2. Current Employees of the Department
 - a. The Department Head or Supervisor may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employees.
 - b. Current employees may be ordered by the Supervisor to take a drug or alcohol test where:
 - (1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or possession or sale of drugs or narcotics; or the possession or consumption of alcohol by an employee on City time, equipment, or premises or that an employee is under the influence of alcohol.
 - (2) there has been serious injury to the employee or an accident involving damage to the property of the City or injury to an employee, or a member of the public.
 - c. A drug test may be part of any routine physical examination. Such physical examination may be required for promotion, specialized assignment, or return to work after illness or injury leave or layoff.

- d. Test results reporting the presence of illegal drugs, narcotics or level of alcohol in excess of those specified in Appendix D-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will subject the employee to discipline up to and including discharge.

VI. RESPONSIBILITY

Failure to comply with the provisions of this policy may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this policy will result in immediate suspension from duty pending final disciplinary action.

APPENDIX D-1

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex may be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening step, and
 - b. confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates and capable of identifying the presence of alcohol. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second laboratory procedure. Employees who have participated in the drug or alcohol test program where no drugs were found, shall receive a letter stating

that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employees's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than sixty (60) days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs or alcohol in the urine are currently available and may be used:

1. Chromatographic Methods
 - a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).
 - b. GLC (Gas Liquid Chromatography).
 - c. GC/MS (Gas Chromatography, Mass Spectrometry), shall be used for confirmation step.
 - d. HPLC (High Pressure Liquid Chromatography).
2. Immunological Methods
 - a. RIA (Radioimmunoassay).
 - b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

APPENDIX D-2

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Alcohol	.04 ng/ml	.04 ng/ml

APPENDIX E

LETTER OF UNDERSTANDING

For purposes of determining dates for future step increases, where applicable, the anniversary date shall be defined as the month and day of the employee's last step increase. This will be true whether such date was based on their original hire date or based on the date of a promotion subsequent to that time.

The only exception to this policy will be for those employees who were in Step 1.5 immediately prior to the implementation of the compensation study and were moved to Step 1 of their new class grade. They shall move to Step 2 on the month and day of their original hire or promotion.

EXAMPLES:

1. Employee "A" was hired June 15, 1988 and has remained in the same position since that time. He received his last step increase to Step 4 on June 15, 1991. Effective June 15, 1992, he will be entitled to go to the next step above the step in which he was placed as a result of the implementation of the compensation study.
2. Employee "B" was hired March 2, 1987 in Class Grade 212 and was promoted to a new position on June 1, 1990. Her promotion moved her back to Step 2 in her new position in Class Grade 213. Since she is required to work one full year at the previous step before being eligible to go to the next step, she received her last step increase, to Step 3, on June 1, 1991. Effective June 1, 1992 she will be entitled to go to the next step above the step in which she was placed as a result of the implementation of the compensation study.
3. Employee "C" was hired May 10, 1972 in Class Grade 110 and was in the 2nd Longevity Step when he was promoted on April 2, 1988 and moved back to Step 5 in his new position in Class Grade 114. Because of having to work one full year in each step rate, he went into 1st Longevity on April 2, 1989, 2nd Longevity on April 2, 1990 and 3rd Longevity on May 10, 1991 when he acquired 18 years of service. Effective May 10, 1992 he will be entitled to go to the next step above the step in which he was placed as a result of the implementation of the compensation study, assuming he did not go into Step 10 at that time.

APPENDIX G

LETTER OF UNDERSTANDING

Between the City of Jackson and the
Michigan Association of Public Employees

Re: Employee Reviews

The City agrees to review, on a mutually agreeable date, with the Association and the applicable employee, the equity claims which were submitted by the Association during this negotiation period. It is understood that only those items submitted by the Association at that time shall be considered.

For: MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

John Simpson
Brian Williams
Richard Bergsack
James Scherode
Michael K. Tuck
Cynthia J. Dargatzis
Caiti Vardoulis

For: CITY OF JACKSON

William R. ...
Roger D. Wilson

DATED: May 8, 1997

APPENDIX H

LETTER OF UNDERSTANDING

Between the City of Jackson and the
Michigan Association of Public Employees

Re: **Vacation Accrual Section 10.2**

For employees with less than five (5) years, the Contract shall be interpreted to mean that the employee shall be eligible for the current vacation allowance which was received after the last six-month period plus the allowance for the previous six-month period. However, the oldest allowance must be used before the succeeding six-month period begins or it will be lost.

The Contract does not speak to the practice of allowing full vacation to be credited to all employees as of January 1 of their fifth year. Since the City is currently setting up the new computer, I will get with the computer people to discuss the difference in contract language and practice. I will get back to the Association with any recommendations that the computer programmer has prior to any changes in practice.

For: MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

Paul Simpson
Brian Williams
Richard Bergsok
Don Schenk
Michael K. Tuck
Cynthia Wargo
Kate Vardis

For: CITY OF JACKSON

Warren D. Edwards
Logan D. Wilson

DATED: May 8, 1997

APPENDIX I

LETTER OF UNDERSTANDING

Between the City of Jackson and the
Michigan Association of Public Employees

Re: Pension Changes

1. The minimum deduction for pension purposes shall be changed as follows for both the City and employees covered by this Agreement:

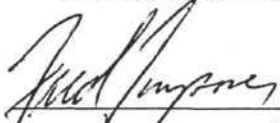
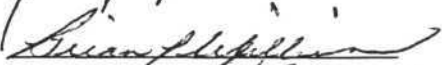

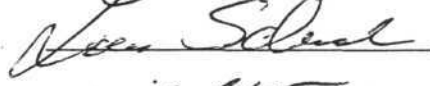

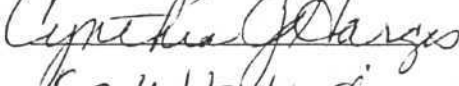
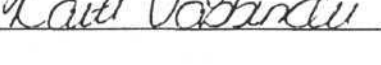
Effective July 1, 1997 - Increase from minimum of 2.6% to 2.85%; and

Effective July 1, 1998 - Increase from minimum of 2.85% to 3.1%.

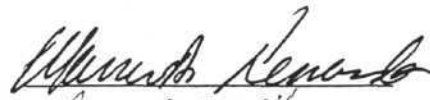
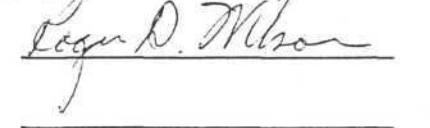
The above minimum deduction level is subject to increase by the yearly valuation of the Actuary.

2. The calculation of the Final Average Compensation shall be based upon the best three (3) consecutive years out of the last ten (10) years of service. This change shall become effective on July 1, 1998.

For: MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

For: CITY OF JACKSON

DATED: May 8, 1997

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