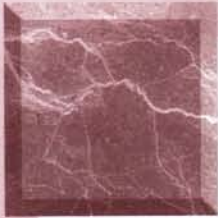


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6/30/01



**CITY OF LAPEER
TEAMSTERS LOCAL 214**



**JULY 1, 1996 - JUNE 30, 2001
(1996-2001)**

Lapeer, City of

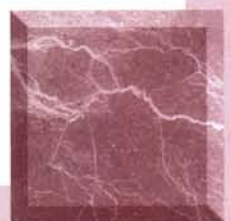


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AGREEMENT

THIS AGREEMENT, entered into this 21st day of July, 1997, by and between **THE CITY OF LAPEER**, acting for its elected and appointed officials ("City"), and **TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, ("Union").

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the City and its employees and the Union.

The parties recognize that the essential public service, the interest of the community and the job security of the employees depend upon the success of the City and the employees in establishing and maintaining a proper and uninterrupted service to the community.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of such service to the public.

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

Written and signed amendments to this contract reached between the City and the Union are binding on all affected employees and cannot be changed by any individual. There will be no verbal agreements.

ARTICLE II
RECOGNITION

Bargaining Unit:

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for the following employees:

ALL FULL-TIME AND REGULAR PART-TIME CLERICAL EMPLOYEES OF THE CITY OF LAPEER.

Excluding Elected Officials, Department Heads, the Executive Secretary to the City Manager, and employees of the Lapeer Housing Commission.

The City agrees that changes of departments, consolidation, etc., shall not be made for the purpose of deleting positions from the bargaining unit. Union recognizes the need for the employer to use part-time help. The Employer is free to do this and to set its own wage schedule for such employees who shall not be members of the bargaining unit. It is understood that part-time employees will not be used for the purpose of eliminating full-time positions within the bargaining unit. In reference to lay-offs, Article XVIII - Reduction in Work Force, shall be applied.

ARTICLE III
AGENCY SHOP

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

Membership in the Union is separate, apart and distinct from the assumption by one of their equal obligation of the extent that equal benefits are received. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. In accordance with the policy set forth under paragraph 1 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For new employees, the payment shall start not later than thirty-one (31) days following the date of employment.

If any provision of this Article is invalid under Federal law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated.

The Union will protect and save harmless the City from any or all claims, demands, suits or other forms of liability by reason of action taken or not taken by the City or its designated agent for the purpose of complying with this Article.

ARTICLE IV

CHECKOFF

The City will deduct, upon signed authorization by the requesting employee and countersigned by a Union officer, all dues as stated for the Union and forward same to the Union each month.

The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from any employee's pay of Union dues. The Union assumes full responsibility for the disposition of the deduction so made once it has been remitted to the Union.

ARTICLE V
REPRESENTATION

City Bargaining Unit:

The City shall be represented by a bargaining committee as determined by the City.

Union Bargaining Unit:

The employees shall be represented by a bargaining committee, one of whom shall be the Steward. The bargaining committee shall represent the employees in negotiations leading to this Collective Bargaining Agreement and any amendments, modifications, renewals or replacements of same.

The City recognizes the right of the Union to designate one of its members as a Steward and one of its members as an alternate to the Steward who shall have the authority, in absence of the Steward, to act as Steward. The authority of the Steward, hereafter meaning Steward and alternate, designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievances with the designated City representative in accordance with the provisions of the grievance procedure;
- B) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
 - 1) have been reduced to writing; or
 - 2) if not reduced to writing, are of routine nature and do not involve work stoppages, slow-downs, refusals to handle goods, or any other interferences with the City's business.

The Steward has no authority to take strike action or any other action interrupting the City's business. The Union and City recognize these limitations upon the authority of the Steward. The City in so recognizing such limitations shall have the authority to impose proper discipline upon the Steward, including discharge, in the event the Steward takes unauthorized strike action, slow-down or work stoppage. The City agrees not to take any legal action against the Union for any unauthorized strike action by the Steward.

Upon approval of their Department Head, the Steward will be permitted to leave the job for the purpose of investigating and processing grievances and attending meetings with management during working hours as specified in this Agreement. The Steward shall not enter a department for the purpose of discussing Union business without first securing permission from the appropriate Department Head. It is agreed that whenever practical or in the event of abuse of this privilege, Union business will be handled only during non-working hours.

Employees are protected from all forms of discrimination pursuant to the Affirmative Action Policy of the City which is posted at City worksites and on file in all departments.

ARTICLE VI

RIGHTS AND RESPONSIBILITIES

No Strike:

In no event will the Union cause, authorize, permit or tolerate its members to take part in any strike, sit-down, stay-in, slow-down, stoppage, interruption or impeding of work or curtailment of or interference with any operation of the City in any building, office, grounds or facility of the City during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement.

In order to meet the objective of providing effective and efficient service to the public, employees are expected to perform a fair days work and maintain good job attendance.

In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the City, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

The City or any of its supervisory employees shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in this Article, which disciplinary action may include any form of discipline up to and including discharge.

In the event of any violation of the responsibilities set forth in this Article, the City shall not be required to negotiate on the merits of any dispute which gave rise to such action.

ARTICLE VII

MANAGEMENT RIGHTS

The City Commission on its own behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City Commission, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies, and equipment to be purchased; (c) to purchase the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and lay-off employees, to reduce the work

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

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

ARTICLE VIII

DISCHARGE

- A) After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without just cause. Cause for discharge or suspension shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism; tardiness; failure to notify Department Head of anticipated absenteeism prior to shift; failure to take or pass physical examination; dishonesty or theft; fighting; insubordination; sabotage; immoral conduct; intoxication;

using alcohol or drugs on City premises or during working hours; unethical conduct; overt discourtesy to supervisors, visitors, or other City employees; gross neglect of duty; failure to observe work rules, including rules in regard to dress, if and when finally adopted; falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

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

ARTICLE IX GRIEVANCE PROCEDURE

Should a difference arise between the City and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below:

- STEP 1:** Any employee having a grievance shall first raise the matter with their immediate non-Union supervisor. If the issue is not settled at this level and the immediate supervisor is not a Department Head, the employee shall raise the matter with the Department Head. If not settled at Step 1, the grievance shall be reduced to writing, signed by the grievant, delivered to the Department Head with copies sent to the City Manager and the Steward. Any grievance not submitted within four (4) working days of its occurrence shall not be considered valid.
- STEP 2:** The Union Steward shall request a meeting between the Steward, the employee and the Department Head within four (4) working days of the writing of the grievance or the matter

shall be considered closed. The Department Head shall schedule a meeting of these parties within ten (10) working days of the receipt of this request. The Department Head shall give his written decision to the Steward within five (5) working days after the meeting, with copies sent to the City Manager and the employee.

STEP 3: In the event the grievance is not settled in Step 2, a meeting shall be requested by the Steward within five (5) working days after the answer from Step 2, between the Steward, the City Manager or his designated representative and the Department Head which shall be held within ten (10) working days after the date of the request. The appeal shall contain the reasons for the appeal and a copy of the supervisor's decision in Step 2. Either party may have outside representatives present. The decision of the City shall be given to the employee by the City Manager in writing within five (5) working days after the termination of the meeting. Copies shall be sent to the Steward and Department Head.

STEP 4: In the event the grievance is not settled in Step 3, a meeting shall be requested by the Union, in writing, within five (5) working days of receiving the decision from Step 3. Said meeting shall be held by the joint bargaining committees of the Union and the City within fifteen (15) days of receipt of the written request. The presence of a State Mediator may be requested by either party. To accommodate a requested Mediator, the fifteen (15) day period may be extended.

STEP 5: The Union shall have the right within thirty (30) calendar days after the rendering of a decision in Step 4, to request that the matter be submitted to an Arbitrator, pursuant to the Rules and Regulations of the Federal Mediation and Conciliation Service, if the matter is not resolved in Step 4. The FMCS shall send the parties a list of seven arbitrators. Either party shall have the right to request a second list of arbitrators from FMCS. The party submitting the grievance to arbitration shall select first from the Arbitration List. The decision of such Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, alter or amend, add to or subtract from the terms of this Agreement. Costs of the Arbitrator

shall be paid by the losing party, although each party shall be liable for the costs of its own witnesses.

The grievant and Steward may be permitted a reasonable amount of time, not to exceed one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime for this purpose is not authorized.

Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped.

The Steward or Alternate Steward for the Union shall be granted permission to enter buildings and work areas of the City upon at least two (2) hours advanced notice and at a time that will not unduly delay or interfere with regular City business for the purpose of adjusting grievances with the appropriate individual.

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same position or a position as may be agreed to by the parties.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.

Should any employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the total compensation such employee receives shall be equal to the rate of pay, times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the City that such substitution exists.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other relevant records of the employer pertaining to a specific grievance at scheduled times agreeable to the employer and with the employee's consent.

ARTICLE X
EXTRA CONTRACTS

The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way may be considered a proper subject for collective bargaining.

ARTICLE XI
PERSONAL LEAVE DAY

In addition to other types of leaves granted under the provisions of this Agreement, employees who have completed their probationary period shall become eligible to utilize one (1) personal leave day per year, with pay, which will not be deducted from accrued sick leave.

Effective July 1, 1995 eligible employees will be able to utilize two (2) personal leave days per year, with pay, which will not be deducted from accrued sick leave.

Such leave must be requested in writing and delivered to the Department Head at least five (5) days prior to date desired for leave period. Any exceptions to the five (5) day period will be taken under consideration by the Department Head.

Each request must state the reasons for such leave and date desired. Leave will be granted only for purposes of handling personal business which cannot be conducted on the employee's own time, and may be taken in no less than one (1) hour increments.

ARTICLE XII

LEAVES OF ABSENCE

Personal leaves for thirty (30) days with one extension of thirty (30) days may be granted without pay by the City Manager upon application. Said application shall state the name of the employee, his or her position, the nature of his or her duties, the reasons for the requested leave, and the date of return.

Leaves of absence in order that continuity of service may be maintained where unusual and unavoidable circumstances require an employee's absence. The City Manager shall be the approving authority for all leaves of absence or extensions. The application shall state the name of the employee, his position, the nature of his duties, the reasons for his requested leave, and the date of his return. Any leave of absence shall be without pay and depending upon the duration of the leave, fringe benefits will be suspended or terminated. When an employee goes on personal leave, the City will pay all insurance premiums for the remainder of the month in which the employee becomes inactive. Thereafter, the City will no longer provide insurance benefits. If the employee wishes to continue receiving insurance and other benefits, the employee is required to remit the amount of the premium payment by the 25th of the month to the City. Any employee who fails to return to work upon completion of a personal leave of absence will be considered to have voluntarily terminated his/her employment. An employee shall not engage in gainful employment during such leave without prior written permission of the City. A leave of absence is a privilege granted to a deserving employee based on his/her previous work record. It is granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating a leave permit. All regular employees who have completed six (6) calendar months of continuous employment from their last date of hire are eligible for a leave of absence. Pre-arranged excused absence of five (5) consecutive work days or less is not defined as a leave of absence.

(A) Education Leave:

An unpaid educational leave may be granted for a period of up to 12 calendar months to regular full-time employees who have worked for the City for six (6) months of continuous service. Educational leaves are granted in the City Manager's discretion depending upon business needs and the circumstances for which the leave is requested. All employees requesting education leave must submit a leave application to the City Manager as far in advance as possible. The application must include your name, position, nature of your duties, reason for your leave, and the expected date of return. Employees must also provide the City Manager with verification of enrollment. Certification of course completion must be submitted upon return from educational leave. The City is not required to hold an employees position open if he/she has been on inactive status for 90 calendar days. However, if the position is no longer available the City will attempt to place the returning employee in another position for which he/she is qualified. When an employee goes on educational leave the City will pay all insurance premiums for the remainder of the month which the employee becomes inactive. Thereafter, the City will no longer provide insurance benefits. If the employee wishes to continue to receive insurance and other benefits, the employee is required to remit the amount of the premium payment by the 25th of the month to the City. Any employee who fails to return to work upon completion of an educational leave of absence will be considered to have voluntarily terminated his/her employment. An employee shall not engage in gainful employment during such leave without prior written permission of the City. Employees on educational leave do not qualify for the City's Tuition Reimbursement Program. Seniority freezes while on Educational Leave.

ARTICLE XIII

MATERNITY/PATERNITY LEAVE

A maternity leave will be granted in accordance with Federal and State regulations and including City policy where applicable.

ARTICLE XIV
SICK LEAVE PAY

Full-time employees will be credited with one (1) work day of sick leave credit for each complete year of service. In addition, full-time regular employees will earn one (1) work day of sick leave for each completed full calendar month of service.

Paid sick leave shall not be taken by an employee at his/her discretion, but shall only be available for use by full-time employees with an acute illness or injury over which the employee has no reasonable control. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave pay during their probationary period.

In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within one-half (1/2) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the City for sick leave not covered by the Family Medical Leave Act.

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

Each employee will have one (1) less sick leave day each year until a level of thirteen (13) annual sick leave days has been attained.

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

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

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

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

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

Except as otherwise herein provided, sick leave with pay earned or credited within any calendar year that is unused on December 31st of each year will be allowed to accumulate and carry over from year to year for actual sick days and would not be capped.

Payment for accumulated sick leave will be made only on the following basis: Payment will be at the salary rates current at the time of retirement, termination, or death. If an employee has ten (10) or more years of seniority, he/she will be paid for one-half (1/2) of accumulated unused sick leave to eighty (80) days or one-half of the cap established as of the effective date of the Agreement if employment is terminated by:

Voluntary retirement under the provisions of the Michigan Municipal Employee's Retirement System.

Resignation while in the employ of the City.

If an employee has fifteen (15) or more years of seniority, he/she will be paid for one-third (1/3) of his/her accumulated unused sick leave up to fifty-three (53) days or one-third (1/3) of the cap established as of the effective date of this Agreement upon the employee's voluntary resignation.

In no case shall a City employee who has been discharged and not reinstated, be entitled to pay for accumulated sick leave.

Current employees, for purposes of a cash payment for accumulated unused sick days, shall as of the date of the signing of this agreement, have their sick days capped at one hundred sixty (160) days plus all days in excess of one hundred sixty (160) days. In no case shall the cap be less than one hundred sixty (160) days for current employees.

Anyone hired after July 1, 1988 shall receive one-half (1/2) day per month sick leave with no cap on accumulation and with no payment of unused sick leave upon their termination of employment with the City. Effective July 1, 1993, employees hired after July 1, 1988 shall earn .833 sick day per month with no cap and no payment upon termination of employment.

If an employee uses no more than sixteen (16) hours of sick leave per year, July 1 - June 30, a sick leave or personal leave bonus will be applied in the following manner.

1. On July 1, 1997 - Eight (8) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.
2. On July 1, 1998 - Twelve (12) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.
3. On July 1, 1999 - and each year thereafter - Sixteen (16) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.

ARTICLE XV
FUNERAL LEAVE

Any seniority, regular full-time employee who, while actively working, shall suffer death in his immediate family, shall be granted a leave of absence with eight (8) hours of basic straight time pay for up to three (3) regularly scheduled work days. The City Manager may, in his sole discretion, make an exception to these requirements in exceptional circumstances.

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

Employees may be granted time off, up to four (4) hours, at the discretion of the City Manager, in the event of death of other relatives, a City employee or when an employee serves as a pallbearer in a funeral.

ARTICLE XVI

MILITARY LEAVE

Employees who enter the Armed Forces of the United States while employed by the City shall be given all benefits accorded them by applicable Federal law.

Any employee who is a member of the National Guard or of a Reserve Unit of the armed forces who is called to attend military camp programs and must go to retain his present status in such a program is governed as follows:

- A) An employee shall request and be granted a leave of absence, not to exceed fourteen (14) working days, to participate in a branch of the armed forces reserve training program. Such request shall be supported by proper documentation from his commanding officer to his department head. The employee will be paid by the City the difference between the amount received for such training and the employee's full salary for the time period.
- B) Should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered on full military leave.
- C) To qualify for reinstatement, an employee on an extended military leave must report for work within ninety (90) calendar days of the date of discharge.

ARTICLE XVII
MEDICAL LEAVE

An employee who, for medically certified reasons, cannot return to work, may apply in writing to the City Manager, with a copy to the Department Head for an unpaid medical leave of absence provided he or she has exhausted sick leave, vacation benefits, and personal leave of absence benefits. Any such request must include medical certification of inability to work and the expected duration of absence. The granting of medical leave will be discretionary with the Department Head and City Manager. In case of question, the City may require the employee to be examined by a physician of its selection at City expense.

The total time absent from the job, utilizing whatever benefits and leaves, shall not exceed one hundred eighty (180) days. During the period of absence, engaging in gainful employment or failure to return to employment as soon as the employee is certified as able to work shall be grounds for discharge from City employment. Prior to returning to work from medical leave of absence, the employee shall be required to present, to the City Manager, written medical certification of their fitness to resume performing all job duties.

When an employee is absent from work on such leave, they will not accrue seniority, vacation or sick leave benefits.

ARTICLE XVIII
SENIORITY

Definition of Seniority;

City seniority as used in this Agreement is defined as an employee's continuous service with the City, actually spent on the active payroll, or on approved leave as a full-time regular employee as established by this Agreement from the employee's last date of hire.

Department seniority is defined as an employee's continuous service within a department, actually spent on the active payroll, or on approved leave, as a full-time regular employee.

Classification seniority is defined as an employee's continuous service within a job classification, actually spent on the active payroll, or on approved leave as a full-time regular employee.

Acquiring Seniority:

An employee subject to this Agreement who has completed his one hundred eighty (180) day probationary period as of the effective date of this Agreement, shall have his name entered upon all seniority lists.

An employee subject to this Agreement who has not completed his one hundred eighty (180) day probationary period shall not be credited with any seniority and may be laid off, terminated, transferred or reclassified without regard to any provisions of this Agreement and without recourse to the grievance procedure.

Temporary employees, those hired for a specified period of time not to exceed one (1) year, and part-time employees, those who are scheduled to work sixty-five (65) hours or less per two week pay period, shall not acquire City or classification seniority.

Loss of Seniority:

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

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

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

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

Seniority Lists:

The City shall prepare seniority lists denoting City departmental and classification seniority for all employees subject to this Agreement. The City shall continue to furnish an updated seniority list every year upon written request. A copy of such lists shall be given to the Steward of the Union who shall have ten (10) days to submit any objections in writing to the City Manager. Should no objections be submitted within ten (10) days of receipt by the Steward of the Union, the lists shall be deemed correct.

In the event two (2) or more employees with the same classification seniority date, the employee with the earliest City seniority date shall prevail. In the event two (2) or more employees have the same City seniority date, their surname, alphabetized, shall control.

Application:

An employee's seniority shall be broken and not bridged when the employee separates from City employment by means other than layoff, suspension or approved leave of absence.

Reduction in Workforce:

When the City finds it necessary to make a reduction of the level of employment in any job classification in any department, such reduction shall be accomplished by releasing employees in the following order:

1st: From the temporary and part-time employees in the identified classifications in the identified departments.

2nd: From the probationary employees in the identified classifications in the identified departments.

3rd: From the seniority employees in the identified classification in the identified department beginning with the least senior employee.

Reassignment:

Such removed employee shall be entitled to exercise their City seniority and be assigned to another job classification in another department covered by this Agreement provided such employee has those qualifications identified in the job description for the position sought and shall receive the rate of pay for the new position or their old rate, whichever is greater. Employees released under this provision shall have their seniority date frozen as of their last day worked.

Recall:

Employees shall be recalled to their respective classification in their respective departments in the reverse order of their release. Such notice of recall shall be delivered by certified first class mail to the employee's last known mailing address. Each recalled employee must report to the City Manager either in person or by certified mail within seven (7) days of the receipt date of the recall notice and express whether they intend to report back to work for the City. If a recalled employee fails to report to the City Manager or fails to report to work at the time designated by the City Manager, they shall be considered as having voluntarily quit.

Job Vacancies:

Amendment Effective July 21, 1997.

Job Vacancies and demotion requests from employees will be handled pursuant to the previous 1993-1996 collective bargaining agreement until the following positions are initially filled:

- * Police Clerk
- * Clerk Typist within the Housing Department
- * Clerk Typist within the Finance Department
- * Clerk Typist within the Lapeer Community Center Division

Once the above vacant or new positions are initially filled the following language will prevail concerning job vacancies in which lateral transfer and demotion requests are involved. The existing job vacancy language prior to the July 21, 1997 amendment will prevail concerning the promotion requests. Any language in conflict with this language shall be subordinate.

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

End of July 21, 1997 amendment.

Whenever a vacancy occurs in a job classification covered by this Agreement, the vacancy shall be filled in accordance with the following procedures.

- A) Employees in the affected department will be notified by a posting of the vacancy within the department by the City Manager. Interested employees will respond in writing by 5:00 P.M.. on the business day following the posting of the position indicating whether or not they are desirous of the position. The names of those individuals desirous of the position will be given to the Department Head for consideration. In order to be awarded a job vacancy, an employee must possess at the time the job is available, those qualifications identified in the job description for the position sought. If two (2) or more employees, desirous of a vacancy possess the same qualifications, the position will be awarded to that employee with the greater departmental seniority. Notice of successful applicant, if any, shall be posted within three (3) working days of the award of position. In the event there is no successful applicant within the department, the procedure will advance to steps (b) and (c).

- B) The City will post a notice of vacancy for five (5) working days on the bulletin boards described in this Agreement setting forth the title of the job classification, the department in which it is located, the rate of pay and the job description for the position.

- C) Employees covered by this Agreement shall be eligible to apply for vacant positions covered by this Agreement. To apply, an employee shall sign the posting sheet in ink within the posting period. If two (2) or more employees desirous of a vacancy possess the same qualifications, the position will be awarded to that employee with the greater City seniority. Notice of successful applicant, if any, shall be posted within three (3) working days of the award of position.

- D) An employee awarded a general transfer to a new job classification may be required by the City to remain in the old job for a period of up to thirty days or longer by mutual consent of the City and the Union until a proper replacement can be obtained. An employee transferred to a new job classification shall have a training period of thirty (30) work days. By mutual agreement of the City and the Union, this thirty (30) work day period may be extended. The City may disqualify an employee prior to completion of the training period where lack of ability is determined by the department head. Under such disqualification the employee shall be entitled to return to their previous position.

- E) An employee who applies for and is awarded a job vacancy within a different department shall not be entitled to apply for any other position for a period of twelve (12) months unless mutually agreed to by the City and the Union.

- F) Upon completion of the training period, their name shall be placed on the seniority list in the department in which they work. Employees shall hold only one City seniority date.

- G) If, in the opinion of the Department Head and City Manager, there were no applicants from within the bargaining unit qualified for a posted vacancy, the position may then be filled from outside the bargaining unit.

H) Job vacancy salary adjustments shall be handled as described in ARTICLE XXIX, Salary Schedule.

Promotions:

The above procedure shall apply to promotions as detailed in the bargaining unit.

Temporary Transfer Pay:

An employee temporarily transferred by specific assignment at the direction of the City Manager to a higher grade job shall receive the rate of pay for the job classification to which temporarily assigned at the lowest step within the new grade which assures an equal or greater pay rate. If the transfer is not to a higher job classification, he/she shall continue to receive the pay for the old job classification during such temporary transfer.

Transfer Out of Unit:

Any employee who is promoted or transferred out of the bargaining unit shall continue to accumulate seniority for a six (6) month period. If the employee remains in the position outside of the bargaining unit after the six (6) months, he/she shall retain his/her seniority but shall not accumulate additional seniority as long as he/she remains outside the bargaining unit. If such employee is later transferred back to the bargaining unit by the employer, he/she may exercise his/her accumulative credits.

This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

Emergency Adjustment:

In the event of a City declared emergency, pursuant to Act 390 of 1976, as amended, the City has the authority to make temporary adjustments of the work force for the duration of the declared emergency at the employee's current pay grade.

Military Service:

The Selective Service Act as presently existing, or as it may be amended, shall govern the seniority and re-employment rights of employees who leave the bargaining unit to enter military service.

Federally Subsidized Employees:

Persons employed by the City pursuant to any Federally Subsidized Jobs Bill or Federal Retaining Program shall not accrue seniority while under such provision. In all cases the City shall adhere to the provision of the Federal or State Program.

Reduced Work Week:

Prior to a reduced work week occurring, the City may request a meeting with the Union for purposes of negotiating work week schedules to curtail layoffs and reductions as scheduled.

Emergency Permanent Transfer:

In the event conditions arise during the term of this Agreement which results in a major reduction in the number of employees in a department or departments due to reduced revenues, assumption of duties by another governmental body or agency, or similar unanticipated reasons, the City and the Union shall meet and review the respective work qualifications of the affected employees, including prior experience with another employer, in a good-faith effort to determine whether or not such affected employee can be transferred to

another department and replace employees with less unit wide seniority within the bargaining unit without adversely affecting the City's operations. Any such transfer shall be left to a final discussion relating to such proposed transfer and shall take into consideration the probable effect upon efficiency of operations, the respective qualifications and ability of the employees involved and the ability of the transferred employee to perform the available work with normal supervision and instruction.

ARTICLE XIX

HOURS OF WORK AND OVERTIME

The normal work week shall be Monday through Friday. The normal work day shall be as currently scheduled by departments between the hours of 7:30 a.m. and 5:00 p.m., with one hour of unpaid lunch normally arranged between 11:30 a.m. and 1:30 p.m.

It is agreed that individual schedules may be assigned to meet City operational and service requirements which can include regular varied schedules as may be necessary on an individual or departmental basis.

Time and one-half (1½) the employee's regular straight-time hourly rate shall be paid for all hours worked over forty (40) hours in any one work week and after eight (8) hours in any one day.

Paid holidays, vacation time, paid sick leave, paid funeral leave, paid jury duty and required court attendance shall be considered as time worked for purposes of overtime computation.

Employees called in to work after having completed their normal work day and having left the premises of their work site shall be paid no less than a minimum of two (2) hours.

To the extent possible, given the type of overtime work required, overtime shall be distributed fairly by the department head among the employees in the job classifications within each department in which the overtime occurs.

Employees will be allowed a fifteen (15) minute rest period approximately halfway between the start of their work day and their lunch period. Employees will be allowed an additional rest period of fifteen (15) minutes approximately halfway between the lunch period and the end of their work day. Breaks will be scheduled at the discretion of the department head so as not to disrupt office functions.

Except for unit employees who are working at the City of Lapeer Community Center and are regularly scheduled to work on Sundays time and one-half (1½) the basic or hourly rate will be paid to hourly rated employees for work on a Sunday.

ARTICLE XX
JURY DUTY AND COURT APPEARANCE

The City agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury duty. Employees will be paid for the full day after endorsing the jury check to the City.

Employees required, whether by the City of Lapeer or any public agency, to appear before a court of such agency on any matters related to their work for Lapeer City and in which they are personally involved shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Employees who are dismissed from court service by 12:15 p.m. must report to work for the balance of the day.

ARTICLE XXI
RETIREMENT

The employees are covered by a retirement plan which includes other employees of the City. The City will continue the existing retirement system for employees covered by this Agreement. The Union shall be furnished a copy of the plan.

The factors used are the factors in effect in the retirement system.

Effective July 1, 1989, retirement benefits for the existing plan will be paid for by the City for all employees covered under this Agreement.

Effective July 1, 1990, the City agrees to upgrade the MERS Retirement Program from the current C-1 old F55-25 waiver to the B-1 with the F55-25 waiver.

Effective July 1, 1998 the City agrees to upgrade the MERS Retirement Program from B-1 with the F55-25 waiver to the B-2 with F55-25 waiver. The effective date will be sooner if Linda Werner retires prior to July 1, 1998. In order for the earlier effective date to occur Linda Werner is required to give the City thirty (30) days notice in order to allow MERS and the City time to process the change.

ARTICLE XXII
HOLIDAYS

The City recognizes the following paid holidays:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

Employees covered by this Agreement shall not normally be required to work on the designated holidays.

All full-time employees covered by this Agreement shall be paid their regular salary for any week in which one of the above designated holidays falls or is observed.

Whenever any of the above holidays falls on Sunday, it shall be observed on the following Monday. Whenever a holiday falls on Saturday, it will be observed on the preceding Friday.

Employees who may be required to perform necessary work on one of the above holidays shall receive their normal rate of pay plus eight (8) hours additional pay for all hours worked on such holiday.

Effective July 1, 1991, employees shall receive their birthday as an added holiday.

ARTICLE XXIII

VACATION

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

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

1. Employees with one year, but less than two (2) years of seniority will, receive five (5) days vacation.
2. Employees with two (2) years, but less than five (5) years of seniority, will receive ten (10) days vacation.
3. Employees with five (5) years, but less than ten (10) years of seniority, will receive fifteen (15) days vacation.
4. Employees with ten (10) years, but less than fifteen (15) years of seniority, will receive eighteen (18) days vacation.
5. Employees with fifteen (15) years, but less than twenty-five (25) years of seniority, will receive twenty (20) days vacation.
6. Employees with twenty-five (25) years or more of seniority will receive twenty-two (22) days vacation.
7. An eligible employee must receive pay for eighty (80) percent of the time within a given month to earn vacation credit under the above schedule.

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

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

F) Employees are required to fill out a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application at least thirty (30) days prior to the

requested vacation period. When authorized by the City, the employee may change his requested vacation period.

- G)** If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given preference, Should more than one (1) application be received at the same time for the same date, then seniority will prevail.
- H)** The City Manager may, when in the City Manager's opinion it is necessary for the efficient operation of the department, cancel an employee's scheduled vacation prior to the commencement of the vacation period, and request the employee to submit a request for a new vacation period.
- I)** Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.
- J)** Paid holidays falling within a scheduled vacation period will not be charged against the earned vacation time.
- K)** If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his sick leave.
- L)** An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the City at least two (2) weeks advance written notice of the resignation.
- M)** An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The City Manager may, in his sole discretion, make an exception to this requirement in exceptional cases.
- N)** An employee who is laid off due to lack of work may elect to be paid for accrued but unused vacation.

Should a full-time employee desire the Blue Cross Comprehensive Hospital-Medical Surgical Benefits Plan or Plan BCN-5 Option 2, Blue Cross Network, HMO with prescription program, \$3.00 co-pay and should a sufficient number of employees choose this plan to enable the City of Lapeer to continue purchase of such coverage then the employee agrees to pay the premium or an amount equal to the amount of premium paid for the existing traditional health coverage, whichever is smaller. Any additional premium above the amount paid by the employer shall be deducted from the employees pay on a monthly basis.

Should a full-time employee desire the Community Blue Option 1 Plan (PPO) with prescription program \$3.00 co-pay and should a sufficient number of employees choose this plan to enable the City of Lapeer to continue purchase of such coverage then the employer agrees to pay the premium or an amount equal to the amount of premium paid for the existing traditional health insurance coverage, whichever is smaller. Any additional premium above the amount paid by the employer shall be deducted from the employees pay on a monthly basis.

Employees will be allowed to change coverage during the annual enrollment period. The City reserves the right to select the carrier, change carriers and become self insured provided that the coverage is reasonably equivalent to that specified in this agreement.

The City agrees to provide the bargaining unit thirty (30) days notice prior to a change in carriers. You and your spouse are eligible to continue under the City's Comprehensive Health Insurance Program if you retire from the employ of the City and receive pension benefits pursuant to this City's Retirement Program. Currently, this retirement health insurance coverage will continue unless (1) the City no longer provides group health coverage to any of its employees, (2) you become eligible or covered under another group health plan which has comparable benefits. When you become eligible for Medicare benefits the City will pay the supplemental premium to maintain the same benefit level. (3) In the case of a spouse, the spouse becomes eligible or covered under another health plan which has comparable benefits. When the spouse becomes eligible for Medicare benefits, the City will pay the supplemental premium to maintain the same benefit level. (4) You or your spouse fail to certify in writing that you are not eligible, did not receive any other group health care coverage during the proceeding year of retirement. Written certification must be received each year on

or before December 31st. If the retired employee temporarily does receive comparable coverage such coverage is terminated. Nothing in this language would prevent reenactment of this benefit to the retired employee.

The City reserves the right to modify this benefit so as to make the coverage comparable to hospitalization insurance coverage which active bargaining unit members may receive.

ARTICLE XXV
GENERAL

Employee Bonds:

Should the City require any employee to provide a bond for employment purpose, cash bond shall not be compulsory and the general bond premium shall be paid by the City.

Bulletin Boards:

The City shall provide a bulletin board at a City work site for use by the Union. The boards shall be used for posting notices of authorized Union business only; seniority lists, vacation lists, notice of meetings, Union elections, and other information pre-approved by the appropriate Department Head or City Manager. They shall not be used for political purposes of any kind. The Union shall designate the steward as the only person who shall be responsible for all material posted on the boards.

Training:

The City recognizes that in the event it is necessary that an employee receive additional training during the time of the regular work day, the City will be responsible for the reimbursement of wages for that training. In the event any schooling or in-service training is specifically assigned by the City, the employee will be paid

not to exceed eight (8) hours at his regular straight time hourly rate for each full day of such training or schooling, and expenses computed in accordance with regular City expense allowance procedures.

Mileage:

Adjustments authorized by the City Commission for mileage reimbursement for authorized City business travel using a personal vehicle shall be effective for employees covered by this Agreement.

Special Conference:

Special conferences may be arranged between the Steward and the City Manager or his/her designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing before the conference is requested by the requesting party. Conferences shall be held within ten (10) working days after the request is received, but may be extended by mutual consent. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Local 214 Council and/or representatives of the International Union.

The Union representative may meet without loss of time or pay on the Employer's property for up to one-half (1/2) hour immediately preceding the conference.

Work Breaks:

Work breaks shall continue in accordance with current practice.

Outside Activity:

- A. During the term of this agreement, Employees shall not engage in any outside employment, perform work for another Employer, or otherwise sell or dispose of their services to any Employer except the City if it impairs the Employee's ability to satisfactorily complete his/her assigned duties. If an employee does seek outside employment, such employee shall notify the City Manager and receive approval prior to commencing outside employment. Nothing in this provision would prohibit the reversal of such approval pursuant to Section A provided that notice is given to employee.

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

ARTICLE XXVI

SEPARABILITY AND SAVINGS CLAUSE

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXVII
SALARY SCHEDULE

The employees covered by this Agreement shall be paid in accordance with the attached salary schedule.

Job study requests and requested changes in job duties and responsibilities shall be conducted pursuant to City policies.

Effective July 1, 1996

Position	Start	6 Months	12 Months
Assistant Office Manager	\$22,772	\$23,686	\$24,828
Billing Clerk	\$20,391	\$21,091	\$21,791
Clerk Typist I	\$16,712	\$17,132	\$17,548
Income Tax Clerk	\$18,182	\$18,637	\$19,091
Secretary I	\$20,690	\$21,295	\$21,900
Police Clerk	\$20,690	\$21,295	\$21,900
Dispatcher I	\$18,418	\$18,865	\$19,309

Effective July 1, 1997

Position	Start	6 Months	12 Months
Assistant Office Manager	\$23,683	\$24,633	\$25,821
Billing Clerk	\$21,207	\$21,935	\$22,663
Clerk Typist I	\$17,380	\$17,817	\$18,250
Income Tax Clerk	\$18,909	\$19,382	\$19,855
Secretary I	\$21,518	\$22,147	\$22,776
Police Clerk	\$21,518	\$22,147	\$22,776
Dispatcher I	\$19,155	\$19,620	\$20,081

Effective July 1, 1998

Position	Start	6 Months	12 Months
Assistant Office Manager	\$24,630	\$25,618	\$26,854
Billing Clerk	\$22,055	\$22,812	\$23,570
Clerk Typist I	\$18,075	\$18,530	\$18,980
Income Tax Clerk	\$19,665	\$20,157	\$20,649
Secretary I	\$22,379	\$23,033	\$23,687
Police Clerk	\$22,379	\$23,033	\$23,687
Dispatcher I	\$19,921	\$20,405	\$20,884

Effective July 1, 1999

Position	Start	6 Months	12 Months
Assistant Office Manager	\$25,615	\$26,643	\$27,928
Billing Clerk	\$22,937	\$23,724	\$24,513
Clerk Typist I	\$18,798	\$19,271	\$19,739
Income Tax Clerk	\$20,452	\$20,963	\$21,475
Secretary I	\$23,274	\$23,954	\$24,634
Police Clerk	\$23,274	\$23,954	\$24,634
Dispatcher I	\$20,718	\$21,221	\$21,719

Effective July 1, 2000

Position	Start	6 Months	12 Months
Assistant Office Manager	\$26,640	\$27,709	\$29,045
Billing Clerk	\$23,854	\$24,673	\$25,494
Clerk Typist I	\$19,550	\$20,042	\$20,529
Income Tax Clerk	\$21,270	\$21,802	\$22,334
Secretary I	\$24,205	\$24,912	\$25,619
Police Clerk	\$24,205	\$24,912	\$25,619
Dispatcher I	\$21,547	\$22,070	\$22,588

MAINTENANCE OF STANDARDS

- A.** The parties acknowledge that during 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. That the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore the City and the union for the life of this agreement each voluntarily and unqualifiably waives the right, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in the agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.
- B.** The agreement supercedes and cancels all previous agreements verbal or written or based on alleged practices between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIX TERMINATION OF AGREEMENT


This Agreement shall be in full force and effect from July 1, 1996, to and including June 30, 2001, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

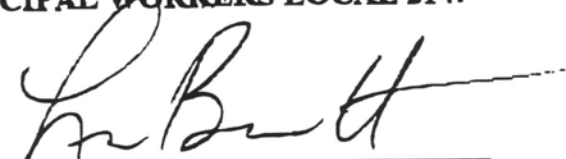
It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to the anniversary date of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

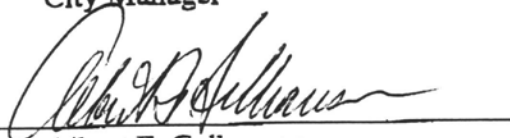
In witness of the foregoing, the parties do hereby set their hands and seals the day and year above written.

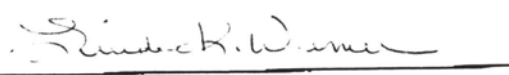
CITY OF LAPEER:

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

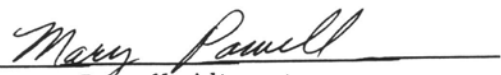
By: 
 George J. Strand
 City Manager

By: 
 Les Barrett, Teamsters
 Local 214 Business Representative

By: 
 Albert F. Gelhausen
 Mayor

By: 
 Linda Werner, Steward

By: _____

By: 
 Mary Powell, Alternate

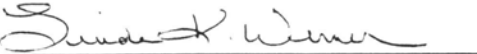
- C. Any employee who does not give written authorization to the Vail Center, or other program used under this Policy to communicate with and provide the information identified in this Policy to the City or who does not cooperate with the Vail Center, or other program under this Policy, will be subject to discipline up to and including discharge.

- D. Employees enrolling in the Substance Abuse Program may apply for any applicable sick leave under the labor contract. Any time off will also be subject to the City's Family Medical and Leave Act Policy where applicable.

TEAMSTERS, LOCAL 214

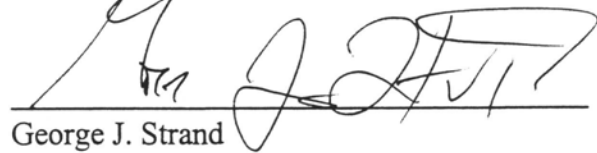


Les Barrett
Business Agent



Linda Werner
Union Steward

CITY OF LAPEER



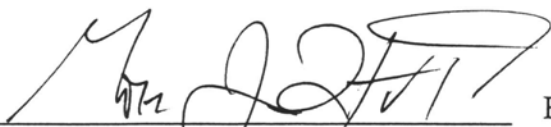
George J. Strand
City Manager

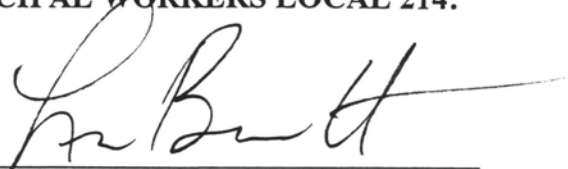
It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to the anniversary date of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

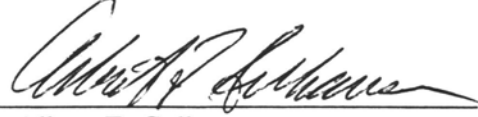
In witness of the foregoing, the parties do hereby set their hands and seals the day and year above written.

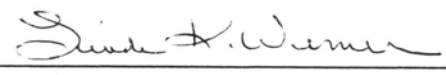
CITY OF LAPEER:

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

By: 
George J. Strand
City Manager

By: 
Les Barrett, Teamsters
Local 214 Business Representative

By: 
Albert F. Gelhausen
Mayor

By: 
Linda Werner, Steward

By: _____

By: 
Mary Powell, Alternate