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6/30/98

AGREEMENT

between

CITY OF MASON

-and-

MASON CITY EMPLOYEES
CHAPTER OF LOCAL #1390
COUNCIL 25, AFSCME, AFL-CIO

Mason City of

Effective: At Signing

Terminates: June 30, 1998

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AGREEMENT

This Agreement entered into on this _____ day of _____, 199____, between the City of Mason, hereinafter referred to as the "Employer", and Mason City Employees Chapter of Local #1390 affiliated with Michigan Council 25, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

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

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 interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the Community.

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

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer

does hereby recognize the Union as the exclusive representative of all regular full-time employees: in the Department of Public Works, Parks, Cemetery, Waste Water Treatment Plant and Clerical Employees, excluding supervisors, and all other City employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer as certified by the Employment Relations Commission of the Michigan Department of Labor in its Certification of Representative dated July 18, 1972 and January 26, 1983.

ARTICLE 2. AID TO OTHER UNIONS

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

ARTICLE 3. UNION SECURITY

Section 1. All present and future employees, as a condition of employment, shall either sign and deliver to the City Administrator an assignment authorizing deductions of membership dues of the Union, or an assignment authorizing deduction of a representation fee equal to monthly Union dues within thirty (30) days after the commencement of employment.

Section 2. In the event that neither of the provisions of Section 1 are met, the City, upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with either condition, shall process said complaint. The City shall immediately notify said employee that his services shall be discontinued in thirty (30) calendar days unless, prior to the expiration of the thirty (30) day calendar day period, the City shall receive written notification from the Union and the employee that the dues or non-member's representation fees have been paid in full and that said complaint has been withdrawn.

Section 3. Save Harmless: In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 4. DUES DEDUCTIONS

Section 1. The City agrees to deduct from the salaries of employees, dues for the Union or a non-member's representation fee when voluntarily authorized in writing by each employee desirous of having such dues deducted.

Section 2. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be

deducted together as one deduction in twelve (12) equal monthly installments.

Section 3. Authorizations for deductions, filed with the City Administrator, on or before the 1st day of July of each year, shall become effective with the first scheduled deduction of the next fiscal year. Authorizations for deductions filed after the 1st day of July shall be deducted from the second pay period thereafter.

Section 4. Dues authorizations, once filed with the City Administrator shall continue in effect until a revocation form in writing and signed by the employee is filed with the City Administrator and the Treasurer of the Union.

Section 5. The Union shall give written notification to the City Administrator of the amount of its dues and the amount of the non-member representation fee which are to be deducted. It is expressly understood that the City is not required to deduct any assessment under the terms of this Article.

Section 6. For the purpose of this Article, the term "fiscal" shall mean July 1 to June 30.

Section 7. Dues deductions shall be transmitted by the City Administrator to the Secretary-Treasurer of Michigan Council 25, AFSCME, AFL-CIO, within fifteen (15) calendar days after such deductions are made.

Section 8. All refunds claimed for deductions under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any employee the amount of monies deducted by the City

for payment to the Union, which was in excess of the proper deduction.

Section 9. Any dispute between the Union and the City which may arise as to whether or not an employee properly executed or properly revoked an authorization card, pursuant to this Article, shall be reviewed with the employee by a representative of the City. Until the matter is disposed of, no further deductions shall be made. The City assumes no liability for the authenticity, execution of or revocation of the authorization form.

Section 10. Indemnify Employer: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union initiation fees, dues or representation fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Employer.

ARTICLE 5. UNION REPRESENTATION AND STEWARDS

Section 1. Representation: It is mutually recognized that the representation which reflects the increase and decrease in the work force is a sound sensible basis for determining proper representation.

Section 2. Stewards: There shall be one steward for the Chapter. Either the steward or Chapter Chairperson, not both, may

during his working hours, without loss of time or pay, investigate and present grievances to the Employer.

ARTICLE 6. MANAGEMENT RIGHTS

Except as abridged by the terms of this Agreement, the City, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all powers, rights and authority vested in it by the United States Constitution and the Constitution of the State of Michigan, the Mason City Charter and the Mason Code and any modifications made thereto and any resolutions passed by the City's elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved and remain vested in the City, including, but without limiting the generality of the foregoing the right to manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation; introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and the tools to be purchased; sub-contract or purchase any work, processes or services normally performed by bargaining unit employees unless it would reduce the size of the bargaining unit, or the construction of new facilities

or the improvement of existing facilities; determine the number, location and types of facilities and installations; determine the size of the work force and increase or decrease its size; hire, assign and layoff employees; permit municipal employees not included in the bargaining unit to temporarily perform bargaining unit work when no qualified bargaining unit employee is available and, in the opinion of management, this is necessary for the conduct of municipal services, to direct the work force and assign work; establish work schedules; discipline and discharge employees for cause; transfer and promote employees from one classification, department or shift to another; select employees for the positions and to determine the qualifications and competency of employees to perform available work.

The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

ARTICLE 7. PROBATIONARY EMPLOYEES

Section 1. New employees hired shall be considered as probationary employees the first six (6) months of continuous service. When an employee finishes the probationary period by accumulating six (6) months of continuous service, he/she shall be entered on the seniority list of the unit and shall rank for seniority from six (6) months prior to the day he/she completes his/her probationary period. There shall be no seniority among

probationary employees. The Department Head, immediate supervisor, union representative and the probationary employee shall review the probationary employee's progress every thirty (30) days and the probationary employee shall be informed of his/her status.

Section 2. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

Section 3. During the first ninety (90) calendar days of the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. The most effective accomplishment of the work of a City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City and the Union to adjust grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after formal appeal and review.

Section 2. The term "days" as used herein shall mean workdays unless otherwise specified.

Section 3. Written grievances as required herein shall be on a form provided by the Union and shall contain the following:

- (a) It shall be signed by the grievant or grievants.
- (b) It shall be specific.
- (c) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (d) It shall cite the section or subsections of this contract alleged to have been violated.
- (e) It shall contain the date of the alleged violation.
- (f) It shall specify the relief requested.

Section 4. Steps in Procedure:

STEP ONE: An employee believing himself wronged by an alleged violation of the provisions of this contract shall, within five (5) days of the employee's knowledge of its occurrence, orally discuss the grievance with his supervisor in an attempt to resolve the same.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within six (6) days of said discussion to Step Two.

Grievances concerning an employee's discharge or suspension shall be reduced to writing, endorsed by the Union and filed with the City Administrator within six (6) days of the employee's knowledge of its occurrence. The grievance shall then proceed in accordance with Step Two (2).

STEP TWO: A copy of the written grievance shall be filed with the City Administrator or his designated agent as specified in Step One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the

City Administrator or his/her designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the City Administrator or his designated agent shall render his/her decision in writing, transmitting a copy of the same to the Grievant, the Chapter Chairperson, the supervisor of the department in which the grievance arose and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the meeting or if the decision is not satisfactory to the grievant and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council 25, AFSCME, AFL-CIO.

STEP THREE: In the event Council 25, AFSCME, AFL-CIO wishes to carry the matter further, it shall, within ten (10) days from the date of the Employer's answer at Step Two, meet with the Employer for the purpose of attempting to resolve the dispute. If the dispute remains unsettled and the Council wishes to carry the matter further, Council 25, AFSCME, AFL-CIO shall, within ten (10) days of the meeting, file a demand for arbitration in accordance with the American Arbitration Association rules and procedures. A copy of the written demand shall be sent to the City Administrator at the same time it is filed with the American Arbitration Association.

STEP FOUR: The arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and

regulations. Subject to the right of the City or Union to judicial review an arbitrator's decision shall be final and binding on the Employer. The arbitrator shall base his/her judgment upon the expressed terms of this agreement, and shall have no authority to add to, subtract from or disregard any of the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union, but each party shall bear its own costs for witnesses and other expenses. The Unit Chairperson and any other employee who is a member of the bargaining unit and whose presence is determined to be necessary by the arbitrator shall suffer no loss of pay.

The arbitrator shall have no power to change any practice, policy or rule of the City nor substitute his/her judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City unless inconsistent with the express terms of this Agreement. The arbitrator shall have no power to interpret state or federal law. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no authority to rule until he/she or a court has determined the matter is arbitrable. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.

In the event an arbitrator awards back pay to any previously suspended or discharged employee, said award shall be reduced by any unemployment compensation benefits received and/or compensation

earned by the employee during the period of his/her absence from work.

Section 5. Any grievance not filed or appealed by the employee and/or the Union within the time limits set forth herein shall be deemed settled on the basis of management's last answer.

Section 6. Where no wage loss has been caused by the action of the City complained of, the City shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-compliance of the event upon which the grievance is filed except for wage adjustments.

ARTICLE 9. SPECIAL CONFERENCES

Section 1. Special conferences for the discussion of contract problems and working conditions will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. The number of such meetings shall be limited to two (2) per month. The parties are not required to make any concessions or agreements. Such meeting shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special

conferences shall be confined to those included in the agenda. if conferences are held between the hours of 8:00 a.m. and 4:00 p.m., the members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Mason City Council, the Union Council and/or a representative of the International Union.

The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half ($\frac{1}{2}$) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE 10. PROMOTIONS

Section 1. If a new job or permanent vacancy which the Employer is going to fill occurs in a classification covered by this Agreement, the open job will be posted for a period of seven (7) calendar days. Employees who desire such open job(s) may submit their applications for such job to the personnel office in writing within the posting period. Any such job opening may be filled temporarily by the Employer until there has been a permanent award of the job to an employee. The Employer will announce the successful job bidder within seven (7) calendar days after the close of the application period. Qualifications, seniority and work record shall have equal bearing and shall be the basis for filling vacancies.

Section 2. When an employee's job application is accepted, he/she will be given a period of not to exceed thirty (30) working days within which to qualify for the job. During the qualifying period, he/she will receive the rate of pay for the job he/she is performing. If at any time within the thirty (30) working day qualifying period, the employee does not qualify for the job, he/she shall be returned to the job he/she held prior to his/her accepted application.

Section 3. In the event there are no qualified employees for any open and posted job, the Employer may fill the job from outside.

ARTICLE 11. TRANSFERS

Section 1. If any employee is transferred to a position, under the Employer, not included in the unit and is thereafter transferred again to a position within the Union, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 2. The Employer agrees that in any movement of work not covered in Section 1 above, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 3. In the event of a vacancy or a newly created position that the Employer is going to fill, employees shall be given the opportunity to transfer on the basis of qualifications

and seniority. In such cases all vacancies and newly created positions, that are going to be filled, shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

ARTICLE 12. TEMPORARY ASSIGNMENTS

On each particular occasion where an employee works two (2) hours or more in a higher classification, said employee will receive the wage of that position which reflects an increase until he/she has worked a total of two hundred forty (240) hours, at which time he/she will receive the next step increase in that position classification. When said employee has worked a total of four hundred eighty (480) hours, he/she shall receive the highest rate of pay within that position classification, if not already receiving same.

ARTICLE 13. LAYOFF AND RECALL

Section 1. When it becomes necessary to reduce the size of the work force in a department due to a decrease of work or funds or to eliminate a job classification, temporary, probationary and part-time employees shall be laid off first; provided there are employees with seniority who are available and have the then present ability to satisfactorily perform the work of the temporary, probationary or part-time employee with only simple instructions. Thereafter, the employees in the affected department

with the least seniority shall be the ones removed therefrom; provided senior employees in the department are available and have the then present ability to satisfactorily perform the work of the laid-off employees with simple instructions. In the event there are no senior employees in the department who are available and who have the then present ability to satisfactorily perform the work of those scheduled for layoff with simple instructions, then the junior employee shall be laid off.

Section 2. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Unit Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 3. When recalling employees to work following a layoff, the senior employee on layoff status in his department who has the then present ability to satisfactorily perform the available work with simple instructions shall be the first recalled. 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 training period, not to exceed ten (10) regularly scheduled working days, the senior employee in the department who has the capability and the special qualifications, 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 period. 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.

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

Section 4. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days and shall return within seven (7) calendar days or his/her employment shall be terminated without recourse to this Agreement.

ARTICLE 14. DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify the Steward in writing of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and the steward.

Section 2. Appeal of Discharge or Discipline: Should an employee with seniority who is discharged or disciplined consider the discharge or discipline to be improper, the employee or the steward shall enter into the grievance procedure as provided in Article 8 of this Agreement.

Section 3. Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 15. SENIORITY

Section 1. Seniority, shall be on an Employer-wide basis in accordance with his last date of hire.

Section 2. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 3. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

Section 4. Notwithstanding his position on the seniority list, the Chapter Chairperson of the Local Unit, shall, in the event of layoff only, be continued at work at all times; provided he/she can perform the work available.

ARTICLE 16. LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- (a) the employee quits;
- (b) the employee is discharged;
- (c) the employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
- (d) the employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence;
- (e) the employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence;
- (f) the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- (g) a settlement with the employee has been made for total disability;
- (h) the employee is retired;
- (i) the employee is laid off or has not, for any reason except for leave of absence, worked for the Employer for a continuous period exceeding the length of his/her employment or twelve (12) calendar months, whichever occurs first;

- (j) reporting for work while under the influence of or impaired by the consumption of alcohol or non-prescribed controlled substances and/or drinking or consuming such while on duty or while on the Employer's property;
- (k) the employee is involved in the sale or consumption of illicit illegal substances such as drugs while on the Employer's property.

ARTICLE 17. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the department. This article shall not apply to the clerical employees.

ARTICLE 18. WORKWEEK AND HOURS OF WORK

Section 1. The regular full working day shall consist of eight (8) hours per day, and the normal workweek shall consist of forty (40) hours, Monday through Friday, both inclusive, except those operations the City schedules for seven (7) continuous days of coverage per week.

The normal workweek for a seven (7) day operation shall not consist of more than eight (8) hours per day, forty (40) hours per week, Sunday through Saturday, both inclusive.

Section 2. The first shift is any shift that regularly starts on or after 6:00 a.m. but before 10:01 a.m. The second shift is any shift that regularly starts on or after 2:00 p.m. but before 4:00 p.m. The third shift is any shift that regularly starts on or after 10:00 p.m. but before 12:00 midnight. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

Regular shifts will not be changed for the purpose of avoiding overtime payments.

Section 3. At such time as the immediate Supervisor indicates employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m, or the first and second half of their regular shift, whichever may apply.

ARTICLE 19. SHIFT PREMIUM

Employees who are regularly assigned on the second and third shifts shall receive, in addition to their regular pay for the pay period, ten cents (10¢) and fifteen cents (15¢) respectively as a shift premium. Employees will receive at least sixteen (16) hours advance notification of all intended shift changes.

ARTICLE 20. OVERTIME

Section 1. An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 ½). This guaranteed minimum will not apply to any call-in contiguous to the beginning or ending of an employee's regular shift.

Section 2. Employees will work overtime only when requested by the Employer, who shall endeavor to give such employees two (2) hours advance notice of such need to work overtime. This is not to preclude the Employer from ordering daily overtime as required in emergency situations, personnel shortages or production or service

requirements, including but not limited to machinery breakdown and weather.

Section 3. If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause. The rate of overtime pay shall be one and one-half ($1 \frac{1}{2}$) times the employee's regular hourly rate excluding all forms of premium pay.

Section 4. Overtime shall be paid for all hours worked over eight (8) in one day or forty (40) hours in one week.

Section 5. Any employee who begins a shift on one calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable for the first hour of the shift.

Section 6. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 7. An employee required to work on a holiday recognized by this Agreement shall receive double time pay in addition to holiday pay.

Section 8. An employee reporting for overtime duty on any Sunday shall be paid at the rate of double time for all hours worked, excluding those employees scheduled to work on Sunday as part of their regular workweek.

Section 9. Equalization of Overtime Hours: Overtime hours shall be divided as equally as possible among employees in the same classification. An up to date list showing overtime hours will be posted five (5) work days after the first day of the month in a prominent place in each building. Whenever overtime is required,

the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period (two hour minimum). Overtime hours will be computed from July 1 through June 30 each year. The Employer is under no obligation to call an employee on sick leave, vacation leave or any unpaid leave of absence. An employee, who requests in writing in advance of his scheduled vacation, will remain on the overtime equalization call in list.

ARTICLE 21. VACATION

Section 1. An employee will earn credits toward vacation with pay in accordance with the following schedule:

After 1 year	80 hours
After 6 years	120 hours
After 13 years	160 hours
After 20 years	184 hours

Section 2. All vacations must be earned in advance and must be taken during the following year.

Section 3. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

Section 4. Employees can take their vacation in one-half ($\frac{1}{2}$) days increments with written approval of their supervisor.

Section 5. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 6. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 7. Annual leave, not to exceed a maximum of five (5) days, may be carried over from one calendar year to the next calendar year, with the approval of the Department Head and the City Administrator, provided, however, that the request for carry over of vacation leave must be submitted fifteen (15) days prior to the anniversary date of the employee. Every third (3rd) year, ten (10) days may be carried over to take an extended vacation, provided, however, that the request is submitted in accordance with this section.

Section 8. When an employee is laid off, or is discharged or quits with five (5) working days notice, he/she will be paid for vacation due. Vacation days will become due under this section only on a pro rata basis for the portion of the year worked. Employees who have quit without notice shall forfeit previously earned vacation credits, and on re-employment shall be considered as new employees.

Section 9. If a regular payday falls during an employee's vacation, he/she may receive that check in advance provided he/she makes a request for his/her check the day before the payday preceding his/her vacation. He/she shall receive the check on the last business day preceding the beginning of his/her vacation.

Section 10. If an employee is laid off or retired or severs his/her employment, with notice, he/she will receive any unused vacation credits including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for a current calendar year will have such credit deducted from his/her vacation the following year.

Section 11. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 22. SICK LEAVE

Section 1. All employees covered by this Agreement shall accumulate eight (8) hours of sick leave credit per month, not to exceed ninety-six (96) hours per year, fourteen hundred (1,400) hours maximum accumulation. During an employee's probationary period he/she shall be ineligible to use accumulated sick leave credits. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 2. Any non-probationary employee asking to utilize earned-sick leave must notify the Supervisor by phone before the start of the day for which sick leave benefits are desired to be used. Failure to notify the Supervisor will result in lost time.

Section 3. Upon death or retirement, a non-probationary

employee or his/her named beneficiary will receive fifty percent (50%) of his/her accumulated sick leave to be paid at his/her prevailing rate at the time of death or retirement.

Section 4. Payable on December 1st of each year, a non-probationary employee may at his/her option, be paid twenty five percent (25%) of his/her earned but unused sick leave for that year. If he/she converts this portion of his/her sick leave to cash, that portion shall be deducted from his/her accumulated sick leave.

ARTICLE 23. UNPAID LEAVE

Section 1. A leave of absence is a written authorized absence from work for not more than one year at a time, and without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only employees with seniority who have worked continuously for one (1) year or more may be granted a leave of absence.

Section 2. Leaves required due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reasons therefore.

Section 3. Leaves may be extended up to an additional six (6) month period.

Section 4. All leave requests shall state the exact date on which the leave begins and the anticipated date on which the

employee is expected to return to work.

Section 5. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job without recourse.

Section 6. Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.

Section 7. Employees shall not accept any employment elsewhere while on a leave of absence unless agreed by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer without recourse.

Section 8. No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Section 9. Leaves of absence will be granted, in writing, without loss of seniority and without pay for:

- (a) Personal illness leave including physical and mental.
- (b) Prolonged illness in the immediate family. The definition of immediate family is found in Article 25, Funeral Leave.
- (c) Educational leave.
- (d) Serving in an elected or appointed full-time position, public or Union. Such leave shall be for the term of office or length of appointment subject to the limitations stated previously in this Article.

Section 10. An employee shall maintain seniority while on any leave of absence granted by the provisions of the Agreement, and shall be returned to the position or equivalent position he/she

held at the time the leave was granted or to a position to which his/her seniority entitles him/her.

Section 11. Members of the Chapter selected as an official delegate to a function of the International Union or Council 25, such as conferences or conventions, shall be granted a leave of absence without pay to attend such conferences and/or conventions.

ARTICLE 24 - FAMILY AND MEDICAL LEAVE

Section 1: To be eligible for a family medical leave, an employee must have worked for the Employer for at least twelve (12) months and at least 1,250 hours during the 12-month period immediately preceding the date the leave commences. A "rolling" 12-month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave (except that such measure may not extend back before August 5, 1993) will be used for calculating leave requests.

Section 2: Eligible employees may use up to twelve (12) work weeks of unpaid leave during any 12-month period for the:

- Birth/Care of their child.
- Placement of a child for adoption or foster care.
- Care for their spouse, or parent who is suffering from a serious health condition.
- Employee's own serious health condition which causes the employee to be unable to perform his or her work duties.

Such leave will be without loss of seniority, hospital/medical or dental insurance benefits, and with the assurance that the employee will be returned to his or her position, or equivalent position, at the end of the approved leave of absence (not to exceed 12 work

weeks). If a Family Medical Leave is granted for a period of more than twelve weeks, it shall require the approval of the Employer. The employee will continue premium contributions that were in effect prior to the leave and will be subject to pay their portion of any premium increases that occur during the leave duration. An employee has no greater right to restoration or to other benefits than if the employee had been continuously employed during the leave period.

Section 3: During the leave, employees may choose to use accrued sick leave and/or annual leave, as appropriate. Upon exhaustion of the paid leave, any portion of the remaining twelve work weeks of leave available under the FMLA, if any, will be unpaid. The sick leave and annual leave used is counted as part of the twelve-week period.

Section 4: A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the 12-month period. For example, an employee who requests a leave at the start of the 12th month (of the 12-month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave.

Section 5: An eligible employee who foresees the need for a

leave under the FMLA will notify the Employer in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

Section 6: When the leave is necessitated by the employee's own serious health condition, or that of his or her spouse, child, or parent, the employee must provide the Employer with medical certification verifying the need for such leave. The Employer may require the employee to obtain a second medical opinion, at the Employer's expense. The second health care provider may not be employed on a regular basis by the Employer. If the opinions of the first and second health care provider differ, the Employer may require a third opinion, again at the Employer's expense, from a health care provider mutually agreed upon by the Employer and the employee. The third opinion shall be final and binding. The Employer may require periodic medical re-certification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

Section 7: The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the Employer.

Section 8: Employees on an approved leave under the Act will report to the Employer at reasonable intervals designated by the

Employer regarding his or her status and intent to return to work upon conclusion of the leave.

Section 9: Although an employee on an approved leave of absence pursuant to this article will continue to be covered under the Employer's then-current applicable group hospital/medical and dental plan, an employee who fails to return to work at the end of the 12-week period will be required to repay the Employer for the cost of the Employer-paid benefits during the unpaid leave unless said failure to return is the result of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Section 10: To the extent that any provision of this article conflicts with the FMLA, the language of the Act will prevail.

Section 11: The provisions contained in this article shall be supplementary to and in addition to the various leave provisions contained in this agreement.

ARTICLE 25. FUNERAL LEAVE

An employee shall be allowed three (3) working days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the employee's household. An employee shall be allowed five (5) working days not to be deducted from sick leave for the death of a spouse or child. The Employer may grant additional time if requested based upon extenuating

circumstances. Probationary employees are ineligible for paid funeral leave.

ARTICLE 26. MILITARY LEAVE

Section 1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may, at the sole discretion of the City Council, be granted unpaid leaves of absences for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

Section 2. Any employee with seniority who is inducted in the Armed Forces of the United States or joins the Armed Forces in lieu of being inducted under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his/her first tour of duty, such employee would be reinstated to his/her former position or one comparable to it as may be required by State or Federal law, provided:

- (a) He/she makes application for reinstatement within ninety (90) days after he/she is released from military duty or from hospitalization continuing after discharge for a period of not more than one year.
- (b) He/she is physically and mentally qualified to perform the duties of such position if it still exists.

Section 3. If an employee is not qualified to perform the duties of such position by reasons of disability sustained during such service, he shall be placed in such other position of which

he/she is qualified to perform as will provide him/her with like status and pay, or the nearest approximation thereof consistent with the circumstances of his/her case. If the employee's position has been transferred to another agency of the City the employee shall be restored to the same position in the new department. Any employee with seniority who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his/her commanding officer. He/she shall be paid by the City the difference between the amount he/she received for such training and his/her full salary.

Section 4. Any employee with seniority who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount he/she receives for such duty and his/her salary for each day of duty not to exceed five (5) working days per incident. However, should at any time, the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

Section 5. Reinstatement: The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations. In the event a probationary employee joins the military he/she shall, upon reinstatement, complete a new probationary period.

Section 6. An employee who is active in the national guard or a branch of the Armed Forces reserves will be granted a leave of absence to fulfill his/her annual field training obligations provided such employee makes a written request for such leave of absence immediately upon receiving his/her orders to report for such duty.

ARTICLE 27. JURY DUTY

In the event an employee is summoned for jury duty, a special leave of absence with pay shall be granted for that purpose provided he/she shows to his/her supervisor the court order, subpoena or summons upon receipt thereof. He/she shall be expected to be at work during regular working hours when not required to be in Court. Any monies or fees received shall be given or assigned to the City, less fees for travel if using his/her own private vehicle.

ARTICLE 28. PERSONAL LEAVE

Seniority employees shall be entitled to sixteen (16) hours of paid personal leave per year. When an employee ends his/her probationary period, he/she shall immediately be credited with 8.04 hours of Personal Leave Time. He/she shall then be credited with 1.34 hours per month until the following July 1, at which time he/she shall be credited with 16 hours, the same as all other employees in the bargaining unit.

A request for a personal leave day must be made to the employee's immediate supervisor at least two (2) working days in advance of its intended use. If the circumstances warrant it, the

City of Mason

201 W. Ash St.
P.O. Box 370
Mason, MI 48854-0370



City Hall 517 676-9155
Police 517 676-2458
Fax 517 676-1330

MEMORANDUM

TO: Patrick M. Price, City Administrator
Michael Kluck, Labor Attorney
Joe Dean, POTW Director
Les Bruno, Jr., DPW Director

FR: Norm Austin, Finance Director/Treasurer *NAA*

DT: June 25, 1996

RE: AFSCME Contract - Health Insurance

Under Article 30 "Insurance" the very first paragraph in Section I, Hospitalization Coverage, the language states that the Employer will contribute certain amounts of dollars towards the cost of hospitalization. There are two columns and the second one is titled "Effective July 1, 1997." The first one is not titled at all.

Mr. Price advised me to contact Joe Dean about this matter and I did. Joe stated that the first column is effective July 1, 1995 according to his notes and there is no change for July 1, 1996.

I have put a note in my copy of the contract with Joe's answer on it and unless I hear from one of you that this is wrong we will not make any changes in the City's portion for July 1, 1996.

employee's immediate supervisor can waive the two (2) day notice requirement. Requests for personal leave will be granted provided the Department Head or his designee does not believe the leave will interfere with the operation of the Department.

Personal leave may not be used immediately preceding or following a holiday or vacation day unless approved by the City Administrator.

Personal leave is not cumulative from year to year.

ARTICLE 29. HOLIDAYS

Section 1. The Employer shall observe the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	

Employees with seniority will be paid their current rate based on an eight (8) hour day for said holidays. Probationary employees are ineligible for holiday pay.

Section 2. Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Section 3. For all hours actually worked on holidays that are defined in this Agreement, the employee will receive double time in addition to holiday pay.

Section 4. Only full-time employees with seniority shall be eligible for holiday pay and they must have worked on their last regularly scheduled workday immediately preceding and first

regularly scheduled workday immediately following the holiday unless excused by the Employer.

ARTICLE 30. INSURANCE

Section 1. Hospitalization Coverage: The Employer agrees to contribute, monthly, towards the cost of hospitalization medical coverage up to the following amounts:

	<i>For 1995/96 ↓ 1996/97</i>	<u>Effective July 1, 1997</u>
1 Person	\$198.77	\$204.73
2 Persons	\$439.74	\$452.93
Family	\$464.00	\$477.92

The above contributions shall be applied to all full-time employees with seniority. Any employee who elects health care coverage, the cost of which exceeds the amount of monthly Employer contribution, will contribute the difference on a monthly basis through payroll deduction. Probationary employees are eligible for the above contributions after ninety (90) calendar days from their most recent date of hire. Probationary employees may elect health care coverage during the first ninety (90) calendar days of employment. Any coverage elected shall be fully paid for by the employee.

The City agrees to pay on behalf of any employee who retires prior to March 11, 1993 one-half ($\frac{1}{2}$) of the single subscriber rate for hospitalization coverage for the retiree and his/her family provided the retiree pays the additional cost. For any employee

who retires after March 11, 1993 the Employer agrees to pay ninety-nine dollars (\$99.00) per month towards the single subscriber rate for hospitalization coverage. Retirees will tender, on a monthly basis, all co-payments on or before the premium due date.

In no event will the Employer be obligated to pay any compensation to an employee whose health insurance monthly premium costs are less than those set forth above.

Any employee electing to transfer from one hospitalization insurance coverage to another must notify the Employer in writing of this intent at least two (2) weeks prior to the open enrollment period August 1 to August 20.

Section 2. Life Insurance: The Employer agrees to pay the full premium of a term life insurance plan for each employee at a face value of twenty thousand dollars (\$20,000.00) while employed.

Section 3. Dental Insurance: The City agrees to pay the full premium for a dental benefit plan to include all seniority employees covered by the Agreement and their dependents with no cost to the employee. The Plan will provide one hundred percent (100%) payment of preventative services, eighty five percent (85%) of general services and fifty percent (50%) of prosthetic services. Maximum benefits for each calendar year is one thousand dollars (\$1,000.00) with no deductible. Probationary employees are eligible for coverage after ninety (90) calendar days from their most recent date of hire.

The City may provide self-insured coverage provided the benefit coverage is equal to or better than the existing insurance

coverage.

Section 4. It is the responsibility of each employee to apply for said insurance coverage at the City Administrator's office. No employee will be eligible for insurance coverage until enrolled on the policy. No employee will actually be covered by said medical or life insurance until expiration of the waiting period, if any, and the effective date of the coverage which shall be determined by the carrier. The City is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Section 5. The Employer agrees to allow employees covered by this Agreement to participate in the existing disability insurance plan provided the employee assumes the responsibility for his/her premium payments.

Section 6. Eligible employees electing to waive Employer contributions for health or dental insurance will receive monthly payments as follows:

<u>Waiver of Contribution for Health Insurance</u>		<u>Waiver of Contribution for Dental Insurance</u>	
Two Person	\$202.17	Single	\$ 13.39
Family	\$217.45	Family	\$ 20.89

ARTICLE 31. RETIREMENT

The Employer shall continue the existing pension program with the Michigan Municipal Employees Retirement System. The Benefit Plan will be B-2 with F-55/15 Rider. Any and all increased costs between the old C-1 and the new B-2 with F-55/15 Rider shall be paid by employees through payroll deduction.

ARTICLE 32. LONGEVITY

Each full-time employee who has completed five (5) years of continuous employment by December 1 shall be eligible for the following longevity payment with a maximum amount of \$780.00:

<u>Years of Completed Service</u>	<u>Longevity Bonus</u>	<u>Years of Completed Service</u>	<u>Longevity Bonus</u>
5 years	\$150.00	17 years	\$510.00
6 years	\$180.00	18 years	\$540.00
7 years	\$210.00	19 years	\$570.00
8 years	\$240.00	20 years	\$600.00
9 years	\$270.00	21 years	\$630.00
10 years	\$300.00	22 years	\$660.00
11 years	\$330.00	23 years	\$690.00
12 years	\$360.00	24 years	\$720.00
13 years	\$390.00	25 years	\$750.00
14 years	\$420.00	26 years or more	\$780.00
15 years	\$450.00		
16 years	\$480.00		

ARTICLE 33. WORKERS' COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income based on forty (40) hours. The supplemental income from the Employer shall terminate six (6) months from the date of injury. Thereafter, at the employee's option, the supplemental income may continue by being charged to the employee's accumulated sick leave and shall terminate when the sick leave is depleted.

ARTICLE 34. DRUG AND ALCOHOL TESTING

The Omnibus Transportation Employee Testing Act of 1991, which requires Drug and Alcohol Testing for Commercial Drivers License (CDL) employees and the Drug Free Work Place Act of 1988 are hereby incorporated by reference into this Collective Bargaining Agreement. Employees shall comply with all of the terms and conditions of said Acts.

1. The Employer will be responsible for the costs incurred in conjunction with alcohol breath testing and reporting.
2. The Employer will be responsible for the costs incurred in conjunction with screening and confirmation testing of urine for drug analysis.
3. A tested employee making a timely request for a "split

sample" shall be responsible for all costs associated with the testing of the "split sample."

4. An employee who is awaiting the results of a random test will not be excluded because of such random test from overtime assignments or from performing safety-sensitive functions.
5. An employee who undergoes reasonable suspicion testing will be suspended from performing safety-sensitive functions. The Employer, in its sole discretion, may assign the employee to non safety-sensitive work while awaiting test results.
6. An employee who undergoes reasonable suspicion testing may request a Union representative accompany him/her to the testing facility. Such right of representation applies only if a Union representative is readily available. The Union representative shall not interfere with or otherwise direct the testing procedure.
7. An employee has the right to use accrued paid leave while waiting for the results of a reasonable suspicion test or "split sample" test. If the results of such test(s) is negative, such paid leave will be restored to the employee.
8. An employee who is required by the Substance Abuse Professional to undergo treatment that will cause the employee to be absent from work may use any or all leave credits he/she has accumulated as allowed by the

Collective Bargaining Agreement.

9. Employees required by the Substance Abuse Professional to undergo treatment in a residential program will be granted leaves of absence as provided by the Collective Bargaining Agreement.

10. In addition to the penalties mandated by the Department of Transportation, if an employee refuses to submit to a test or tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

First Offense

Five (5) days suspension without pay; upon completion of the five (5) days suspension and before employee is allowed to return to work, he/she will submit to a drug/alcohol test at the employee's expense. If the employee then tests negative for drugs or has a blood alcohol concentration of .02 or less, he/she will be allowed to return to work. If he/she again tests positive, or has a blood alcohol concentration greater than .02, the employee must successfully complete a drug/alcohol rehabilitation program as required by the Substance Abuse Professional.

Second Offense

Discharge.

ARTICLE 35. RULES AND REGULATIONS

The City retains the right to issue, through the City Administrator or his/her designated representative, departmental rules and regulations governing the operation of the department and the conduct of its employees. Said rules and regulations shall be applicable to departmental employees equally and shall not be

interpreted so as to be inconsistent with the terms or intent of this Agreement. Such rules shall be posted on the Union bulletin board. The Union shall be advised prior to the posting of new work rules. New rules shall not be effective until posted.

ARTICLE 36. MISCELLANEOUS

Section 1. Safety Committee: A safety committee of employees and the Employer representative is hereby established. This committee will include the Steward and shall meet at least bi-monthly during regular daytime working hours for the purpose of making safety recommendations to the Employer.

Section 2. Union Bulletin Boards: The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (a) Notice of recreational and social events.
- (b) Notice of election.
- (c) Notice of results of an election.
- (d) Notice of meetings.

It is agreed that materials posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, its employees or any labor organizations of its employees or City policies.

Section 3. Seasonal Help: It is understood and agreed that the provisions in this Agreement, entered into between the parties, do not apply to seasonal, casual or temporary employees. It is further agreed that those employees will not be used to prevent the

payment of overtime to regular employees nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours. In the event a seasonal, temporary or casual employee is promoted to a permanent position, he/she shall be subject to the probationary provisions of the Agreement and upon completion of the probationary period shall be given credit for his/her time worked as a temporary, seasonal or casual employee in the current year.

Section 4. Uniforms: The Employer agrees, for the life of this Agreement to continue the present practice and policy of supplying uniforms for the permanent, full-time employees.

Section 5. Treatment Plant Operators will receive their base wage for licenses granted by the Michigan Department of National Resources as follows:

<u>Class</u>	<u>Addition to Base</u>
D	\$300.00
C	\$400.00
B	\$500.00

In no event shall an employee of the bargaining unit receive more than one addition to the base wage. Such adjustment will only be paid for the highest license held by the employee.

The City of Mason is currently a Class B City. In the event the City is required in the future to retain the services of a Class A operator, the Employer agrees to negotiate an addition to base rate with the Union.

Section 6. Computation of Benefits: All hours paid to an employee shall be considered as hours worked for the purpose of

computing any of the benefits under this Agreement.

Section 7. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits, and there are no eligible survivors, no benefits shall be paid.

Section 8. The employee shall not be eligible to receive benefits while he/she is:

- (a) Eligible for unemployment benefits under any unemployment compensation law; or
- (b) on layoff; or
- (c) on leave of absence; or
- (d) has quit his employment; or
- (e) been discharged; or
- (f) retired, except as otherwise specifically specified within this Agreement.

ARTICLE 37. NO STRIKES

Section 1. During the term of this Agreement neither the Union nor any persons acting in its behalf nor any individual Union member will cause, authorize or support or take part in any strike (i.e., the concerted failure to report for duty or the concerted absence of employees from their positions or concerted stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Union members' duties of employment).

Section 2. Willful violation of this Article by any employee or Union member will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein

shall restrict the City in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article. The Union shall have the right to implement a grievance in the event a question arises as to whether employees violated this section of the Agreement.

ARTICLE 38. WAIVER

Section 1. 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 in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right to reopen negotiations, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. If any provision of this contract or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent

permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 39. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect through June 30, 1998. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter subject to notice of amendment or termination by either party on ninety (90) days written notice prior to the current year's termination date.

If no notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on thirty (30) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to the City of Mason, 201 West Ash Street, Mason, Michigan 48854 or to any such address as the Union or the Employer may make available to each other.

ARTICLE 40. EFFECTIVE DATE

This Agreement shall become effective upon signature by both parties. No benefit will be retroactive unless specifically provided for within the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Herbert J. Jagger 12-21-95
Fred J. Robinson 12-21-95

FOR THE EMPLOYER:

Patrick M. Pine 1-2-96

LETTER OF UNDERSTANDING

WHEREAS, the City of Mason, hereinafter referred to as the "Employer", and Mason City Employees Chapter of Local No. 1390 affiliated with Michigan Council 25, AFSCME, AFL-CIO, hereinafter referred to as the "Union", are signatories to a Collective Bargaining Agreement effective January 2, 1996, and terminating on June 30, 1998;

WHEREAS, Appendix "A" of the aforementioned Collective Bargaining Agreement contains the position referred to as "Clerk-Typist";

WHEREAS, the Employer, through its representatives, has approved the creation of a new classification to be referred to as "Clerk-Typist I" and to the re-naming of the former Clerk-Typist position to that of "Clerk-Typist II";

WHEREAS, the Employer met with representatives of the Union who agree with the addition of the Clerk-Typist I position to the bargaining unit represented by the Union and the renaming of the old Clerk-Typist position as stated herein, and to the hourly compensation plan to be applicable to the Clerk-Typist I position, the parties hereby agree that Appendix "A" of the Collective Bargaining Agreement between the parties shall be and the same hereby is amended as per the attached modified Appendix "A".

EMPLOYER:

CITY OF MASON

By: Patrick M. Price

Its: Administrator

Dated: 5-29-96

UNION:

MASON CITY EMPLOYEES CHAPTER OF
LOCAL NO. 1390 AFFILIATED WITH
MICHIGAN COUNCIL 25, AFSCME,
AFL-CIO

By: Herbert L. Jayson

Its: CHAPTER CHAIR PERSON

Dated: 5-29-96

APPENDIX "A"
HOURLY COMPENSATION PLAN
PER HOUR RATE

Effective the first full payroll period after July 1, 1995, the following compensation plan will be in effect:

<u>POSITION</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Clerk Typist II	\$ 9.54	\$ 9.92		
Clerk Typist I*	\$10.01	\$10.40		
Bookkeeper II	\$10.22	\$10.61		
Bookkeeper I	\$10.61	\$10.95		
Park/Cemetery Maintenance Man	\$12.93	\$13.22		
Laborer	\$12.93	\$13.22		
Equipment Operator I	\$13.22	\$13.52		
Equipment Operator II	\$13.52	\$13.87		
Mechanic	\$13.87	\$14.19		
Treatment Plant Operator	\$13.52	\$13.89	\$14.19	\$14.56
Cemetery/Parks Work Leader		\$14.21		

*This rate and classification shall become effective April 29, 1996.

Effective the first full payroll period after July 1, 1996, the following compensation plan will be in effect:

<u>POSITION</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Clerk Typist II	\$ 9.94	\$10.32		
Clerk Typist I	\$10.41	\$10.80		
Bookkeeper II	\$10.62	\$11.01		
Bookkeeper I	\$11.01	\$11.35		
Park/Cemetery Maintenance Man	\$13.33	\$13.62		
Laborer	\$13.33	\$13.62		
Equipment Operator I	\$13.62	\$13.92		
Equipment Operator II	\$13.92	\$14.27		
Mechanic	\$14.27	\$14.59		
Treatment Plant Operator	\$13.92	\$14.29	\$14.59	\$14.96
Cemetery/Parks Work Leader		\$14.61		

Effective the first full payroll period after July 1, 1997,
the following compensation plan will be in effect:

<u>POSITION</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Clerk Typist II	\$10.34	\$10.72		
Clerk Typist I	\$10.81	\$11.20		
Bookkeeper II	\$11.02	\$11.41		
Bookkeeper I	\$11.41	\$11.75		
Park/Cemetery Maintenance Man	\$13.73	\$14.02		
Laborer	\$13.73	\$14.02		
Equipment Operator I	\$14.02	\$14.32		
Equipment Operator II	\$14.32	\$14.67		
Mechanic	\$14.67	\$14.99		
Treatment Plant Operator	\$14.32	\$14.69	\$14.99	\$15.36
Cemetery/Parks Work Leader		\$15.01		