

AGREEMENT BETWEEN
THE
CITY OF MELVINDALE
AND
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AND COUNCIL 25
AND ITS AFFILIATE
LOCAL UNION NO. 511
JANUARY 1, 1997 - DECEMBER 31, 1999

Melvindale, City of

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This Agreement entered into this _____ day of _____, 1997, between the City of Melvindale (hereinafter referred to as the "Employer") and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and its affiliate Local Union No. 511 (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 references only. All references to gender shall be deemed to refer both sexes.

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 depend 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.

CHAPTER 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 for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer in the bargaining unit described below:

All full-time D.P.W. (which includes the Parks & Recreation Utility Classification), Water Department (which includes the Vactor Operator Classification), and General Office City Employees, excluding temporary Employees and Supervisors, as defined in the Act, of the City of Melvindale.

CHAPTER 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.

CHAPTER 3.
AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that:

(1) Employees covered by this Agreement shall be required, as a condition of continued employment, to pay monthly dues to the Union or to pay a service fee to the Union as permitted by law, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.

(2) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by the Agreement shall be required, as a condition of this condition of continued employment, to pay monthly dues to the Union, or to pay a service fee to the Union as permitted by law, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

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

(4) The Employer shall be notified, in writing, by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

CHAPTER 4.
UNION DUES, SERVICE FEES AND INITIATION FEES

Section (A) Payment by Check-Off

Employees may tender the initiation fee and dues or service fee by signing the Authorization for Check-Off form.

Section (B) Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

Section (C) Delivery of Executed Authorization of Check-Off Form

A properly executed copy of such Authorization for Check-Off form for each Employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off forms which have been properly executed and are in effect. Any Authorization for Check-Off form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

Section (D) When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the applications tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

Section (E) Refunds

In cases where a deduction is made that duplicates a payment that an Employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the Employee will be made by the Local Union.

Section (F) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated Financial Officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated Financial Officer of the Local, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off forms but for whom no deductions have been made.

Section (G) Termination of Check-Off

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

Any Employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days' written notice to the Employer and the Union.

Section (H) Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an Employee properly executed or properly revoked an Authorization for Check-Off form shall be reviewed with the Employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure. Until the matter is disposed of, no further deductions shall be made.

Section (I) Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Chapter 4 of this Agreement.

CHAPTER 5.
REPRESENTATION

Number of Representation Areas

The number of Union representation areas in the City shall be the present number, which is General Office, D.P.W., and Water Department, unless the number is increased by agreement between the Employer and the Union. The Employer and the Union may re-district the City from time-to-time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

CHAPTER 6.
STEWARDS AND ALTERNATE STEWARDS

Section (A)

In each Union representation area, Employees in the area shall be represented by a Steward, who shall be a regular Employee and working in the area.

Section (B)

The Steward, or his designate, during regular working hours, without loss of time or pay, may in accordance with the terms of this section, investigate and present grievances to the Employer, upon having first received the permission of his Supervisor. If his Supervisor is not available, he shall request permission from the other Supervisor. If the other Supervisor is not available, the Commissioner shall be asked. If he is not available, a member of his clerical staff shall be advised. The Supervisors will grant permission and provide sufficient time to the Steward to leave work for these purposes, when appropriate.

NOTE: The privilege of the Steward to leave work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Steward will perform his regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

CHAPTER 7.
SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party.

Such meetings shall be between no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. Arrangements for such special conference 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. 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 Council or a representative of the International Union.

CHAPTER 8. **GRIEVANCE PROCEDURE**

TIME OF ANSWERS

The Employer will answer in writing any grievance presented to it in writing by the Union.

- (a) By the immediate Supervisor within seven (7) calendar days.
- (b) By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.
- (c) The grievance must be presented in writing by the Steward to the immediate Supervisor within fifteen (15) calendar days after its occurrence or knowledge of its occurrence in order to be a proper matter for the grievance procedure.
- (d) Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a jointly agreed upon representative case. In such event, the withdrawal without prejudice will not affect financial liability.

CHAPTER 9. **PRESENTING A GRIEVANCE**

An Employee having a grievance in connection with his employment which is a violation of a Chapter or Section of this contract shall present it to the Employer as follows:

STEP 1.

- (a) If an Employee feels he has a grievance, he shall first discuss the matter with his immediate Supervisor. This discussion may, at the option of the Employee, occur during working hours. If the Employee desires, he shall have the option of having his Steward present during this discussion. General office Employees may discuss the matter with the Steward, if their Supervisor is not available. Should the matter not be resolved between the Employee and the Supervisor, whether the Steward was present during the discussion or not, the Employee shall discuss the grievance with his Steward.

(b) The Steward and aggrieved Employee or spokesman for Employees (if there is more than one aggrieved Employee) may discuss the grievance with the immediate Supervisor.

(c) If the matter is hereby not disposed of, it will be signed by the Employee or the Steward, and submitted in written form, as set forth below, to the immediate Supervisor.

The grievance must be identified by (1) number of grievance; (2) year, month and day the grievance is filed with the Employer. On days when more than one grievance is filed, the number shall be followed with a letter A, B, C, etc.

STEP 2.

(a) If the immediate Supervisor's answer is not satisfactory, the grievance may be referred to the Local President who may appeal the grievance to the Department Head within seven (7) calendar days of receipt of the answer of the immediate Supervisor. The Local President or his designate shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer, when appropriate. A meeting between no more than three (3) representatives of the Local Union and three (3) representatives of the City will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the receipt of the answer. The Department Head shall reply to the grievance in written form within seven (7) days of the meeting.

(b) The Union Representatives may meet at a place designated by the employer on the employer's property for one ½ hour immediately proceeding a meeting with the Representatives of the employer for which a written request has been made.

STEP 3.

If the grievance is not resolved through the procedure set forth in Step 2 of this Chapter, and the Union believes that the grievance should be carried further, they will, within thirty (30) days of the Employer's answer refer the grievance to the Mayor or his designated representative. The Mayor or his designated representative shall respond in writing to the Union within seven working days.

STEP 4.

If the grievance is not resolved through the procedure set forth in Step 3 of this Chapter, and either the Union or the City desires to submit the grievance to arbitration, submission for arbitration shall be sent to the American Arbitration Association and the other party within forty-five (45) calendar days from the date of the Employer's answer at Step 3 or date same was due.

(a) The arbitration proceedings shall be conducted by an Arbitrator selected in accordance with the rules of the American Arbitration Association.

(b) Any Arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of Arbitration will be paid by the parties equally.

CHAPTER 10. FINALITY OF DECISIONS

There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

CHAPTER 11 VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees (AFSCME) whether Local Union representatives, District Council representatives or International representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. Any of such representatives shall give notice of a visit. Any such visit shall not interfere with the operation of the Employer nor the work of any Employee.

CHAPTER 12. DISCIPLINE AND DISCHARGE

Section (A) Discipline

Disciplinary action or measures shall include only the following:

- (1) oral reprimand
- (2) written reprimand
- (3) suspension (notice to be given in writing)
- (4) discharge

Disciplinary action may be imposed upon an Employee only for failing to fulfill his responsibilities as an Employee. Any disciplinary action or measures imposed upon an Employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section (B) Discharge

The Employer shall not discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee and his Steward will be

notified in writing that the Employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the Grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

The Employer shall not use an Employee's past record in any disciplinary action exceeding a time of one year; excepting the occasion where drugs or alcohol are involved, a limit of three (3) years shall apply.

CHAPTER 13 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate, less any unemployment compensation received. Deductions for mitigable earnings are at the discretion of the Arbitrator.

CHAPTER 14. SENIORITY

Section (A)

New Employees hired in the unit shall be considered as probationary Employees for the first six (6) months of their employment. The six (6) month probationary period shall be accumulated within not more than one (1) year. When an Employee finishes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary Employees.

Section (B)

The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Chapter 1 of this Agreement, except discharged and disciplined Employees for other than Union activity.

Section (C)

Seniority shall be on a city-wide basis by jurisdiction in accordance with the Employee's last date of hire. There shall continue to be two (2) jurisdictions: general

office clerical and non-clerical.

Section (D)

Temporary Employees are defined as Employees hired for a period not to exceed six (6) months, unless mutually agreed between the Employer and the Union.

It is agreed that the City may hire up to six (6) temporary Employees for a period of six (6) months beginning May 1st through and including October 31st except where a temporary Employee is necessary to replace someone on a long-term disability or upon a Workers' Compensation leave. In that event there shall be no limit on the time period for a temporary Employee or upon the number of temporary Employees required to replace a permanent Employee for such leave. Weed control enforcement during the summer months shall not be subject to these requirements for temporary Employees. Temporary Employee job assignments shall be made after seniority Employees have had a reasonable opportunity to bid appropriate assignments. The hours for Temporary Employees shall not exceed eight (8) hours in a day for D.P.W. and Water Department assignments, or seven (7) hours in a day for general office assignments.

There shall be two (2) permanent Parks & Recreation Utility classifications in the D.P.W. The Summer Parks & Recreation posting will be for three (3) additional Parks & Recreation Utility positions. In addition, the City may assign two (2) temporary Employees to the work with the Parks & Recreation Utility positions.

Section (E)

Employees who have worked in any or all departments and/or classifications covered by this contract on a temporary basis prior to the completion of their probationary period shall be awarded all seniority rights and benefits only from the first date of their temporary assignment immediately preceding hiring on a full time basis by the City, provided, however, that a limitation of no more than six (6) months shall apply.

NOTE: This shall not interfere with or replace Sections (B), (C) or (D) of this Chapter or any part of Chapters 16 and 20.

CHAPTER 15.
SENIORITY LIST

Section (A)

Neither the Employer nor the Union shall discriminate against an Employee on any basis made illegal by applicable law, such as race, sex, age and marital status.

Section (B)

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 (C)

The Employer will keep the seniority list up to date at all times and will provide the Local Union President with up-to-date copies at least every ninety (90) days.

CHAPTER 16.
LOSS OF SENIORITY

An Employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the grievance procedure.
3. He is absent for (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. He retires.

CHAPTER 17.
SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made.

CHAPTER 18.
SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

CHAPTER 19.
LAYOFF DEFINED

Section (A)

The word "layoff" means a reduction in the working force due to a decrease of work.

Section (B)

Abolishment of job classifications. The City will give ninety (90) days' notice prior to abolishment of job or classification; abolishment of job does not necessarily involve a layoff. Employees may displace any less senior Employee, provided he is able to perform the job assignment required of the position held by the less senior Employee he wishes to displace.

Section (C)

If it becomes necessary for a layoff, the following procedures will be mandatory:

1. Temporary Employees will be terminated.
2. Probationary Employees will be laid off on a City-wide basis.
3. Seniority Employees will be laid off according to seniority as defined in Chapter 14, Section (C).

In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for the second step of the Grievance Procedure.

Proper cases are defined as a situation where the more senior Employee is unable to perform the job assignment of the less senior Employee he wishes to displace.

Section (D)

Employees to be laid off for indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Union Secretary 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 (E)

The Union President and Stewards shall have superseniority for the purpose of layoff and recall.

CHAPTER 20.
RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled

according to seniority and without loss of seniority, as defined in Chapter 14, Section (C). Notice of recall shall be sent to the Employee at his last known address by certified mail. If an Employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a "quit". Extensions shall be granted by the Employer in proper cases.

CHAPTER 21. TRANSFERS

Section (A)

If an Employee is transferred to a position under the Employer not included in the bargaining unit, he shall retain the seniority held while a member of the bargaining unit plus no more than the first six (6) months of seniority while outside said unit.

The above seniority shall be applied for the purpose of layoff, recall, transfers and promotions.

The Employee shall retain and accumulate full seniority for the purpose of all other benefits.

Employees returning to the bargaining unit shall return to the department the Employee was assigned prior to the transfer. The Employee shall be placed in an entry level position, with the exception that clerical Employees who were not junior clerical Employees shall return to the higher classified senior position.

CHAPTER 22. PROMOTIONS

Section (A)

Promotions within the bargaining unit shall be on the basis of seniority and qualifications. When vacancies occur, said vacancies will be posted by the Employer not later than seven (7) working days after occurrence of said vacancies. Job vacancies will remain posted for a period of seven (7) calendar days in a conspicuous place on each bulletin board. Employees interested shall apply within the seven (7) calendar day posting period. The senior Employee applying for the promotion and who is qualified shall be granted a four-week trial period to determine (1) his desire to remain on the job and (2) his ability to perform the job. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such Employee.

Section (B)

During the four-week trial period, the Employee shall have the opportunity to revert back to his former classification. If the Employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy

to the Employee. The matter may then become a proper subject for the second step of the grievance procedure.

Section (C)

During the trial period, Employees will receive the rate of the job they are performing.

Section (D)

Employees required to work in a higher classification shall be paid the rate of the higher classification for the entire day. This is to apply to all Employees, including probationary Employees.

Section (E)

Employees shall be entitled to bid on job vacancies which do not result in an increase in pay under the provisions of Section (A). However, this right shall not be exercised more than once in any nine month period without the mutual consent of the Employer and the Union.

Section (F)

After the job vacancies or job promotions have been posted by the Employer, the Union shall have the responsibility for responding for Employees who are absent, on vacation, sick leave, etc.

Section (G)

An opening posted in accordance with Chapter 22, Section (A) and designated as temporary will be awarded for a period of ninety (90) calendar days. If a temporary job is still warranted at the end of this ninety (90) day period, it will be reported and awarded in accordance with Chapter 22, Section (A) as a permanent job. However, this shall not apply if the Employee is taking over a position of an Employee on sick leave, leave of absence, maternity leave, Veteran's Law, educational leave of absence for Veteran, vacation or any prolonged illness or extension of time for any reason beyond ninety (90) days.

CHAPTER 23
VETERANS

Section (A)

Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available for which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety

(90) days after hospitalization continuing after discharge for not more than two years.

Section (B)

A probationary Employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus six months.

Section (C)

Except as hereinbefore provided, the reemployment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

CHAPTER 24.
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section (A)

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period of 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 (B)

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of any emergency.

CHAPTER 25.
LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed ninety (90) days will be granted without loss of seniority for good cause and such leave may be extended for ninety (90) days for like cause.

These requests for leave shall be submitted to the Department Head, and if denied, then appealed through the grievance procedure.

CHAPTER 26.
MATERNITY LEAVE

Section (A)

Employees who become pregnant must notify their Department Head of their condition as soon as medical confirmation is received.

Section (B)

In no case will an Employee be allowed to continue as a City Employee without her physician's permission. When the Employer has reason to believe a pregnant Employee is no longer capable of performing her job or is jeopardizing her health or that of her child, the Employer may require the Employee to furnish the Employer with a statement from her physician. Said statement shall include the Employee's condition of health and that the Employee can or cannot perform her job without endangering her health and safety or the health and safety of the unborn child.

Section (C)

Maternity leave shall begin from the date the Employee's physician states that she is unable to perform her duties on a full-time, unrestricted basis and shall include an additional six (6) weeks from date of delivery unless an extension is medically necessary. The Employee's physician shall state in writing the need for such extension. An Employee on maternity leave shall be entitled to Sickness and Accident benefits if mandated by her physician.

Section (D)

An Employee may not return from maternity leave without a written statement from her physician that she is able to perform her job.

Section (E)

In many cases, it is necessary for the new mother to return to work. For this reason, it is possible for an Employee to return to the City from a maternity leave and be put back to work on her job.

Section (F)

Employee returning to work from a maternity leave shall return with no loss of seniority.

CHAPTER 27.
FUNERAL LEAVE

Section (A)

If a death occurs among members of an Employee's immediate family or household, the Employee may be granted up to five (5) days leave with pay.

Section (B)

Definition of "immediate family". The immediate family is defined as wife, son, husband, daughter, brother, sister, son-in-law, daughter-in-law, mother, father, or step-parent of either Employee or spouse. Additional leave with pay may be granted in special cases subject to the approval of the Employer.

Section (C)

If a death occurs among the relatives of any Employee, the Employee may be granted one (1) day leave with pay.

Section (D)

Definition of "relatives". The relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle and aunt.

Section (E)

Employees who wish to attend the funeral of a former Employee may do so but without pay. Employees who serve as pallbearers at a funeral of a former Employee will be paid during the time they must be off the job. Employees who wish to attend the funeral of a fellow Employee will be paid during the time they must be off the job.

Section (F)

Funerals occurring outside a 250 mile radius of the Melvindale City limits shall entitle the Employee to one (1) additional leave day. This shall apply to both (A) and (C) above.

Section (G)

Emergency situations. During an emergency situation, all Employees may not leave the job at the same time. The Employer has the right to designate the Employee(s) leaving.

CHAPTER 28.
SICK LEAVE

Section (A)

Twelve (12) working days annual sick leave for personal illness may be earned after probationary service has been completed, and sick leave credits shall then be credited from beginning of employment. Only such sick leave shall be paid for as shall have been earned.

Section (B)

An Employee's sick leave time shall accumulate and be credited on a monthly basis. The Employee shall earn his full entitlement if he works at least 1200 hours in a calendar year or would have except for an approved absence. For every one hundred (100) hours or portion thereof that an Employee falls short of one thousand two hundred (1,200) hours, he shall lose one-twelfth (1/12) of this benefit. For purposes of this section, approved absence does not include an unpaid leave of absence or an absence during which the Employee collects Sickness and Accident benefits as provided in Chapter 45.

Section (C)

Sick leaves not used at the end of each calendar year shall be compensated for in either time off or equal rate of pay at the discretion of the Employer. If no sick leave is

used between May 1 and October 1 of the same year, one (1) day bonus will be granted.

Section (D)

Sick days accumulated by certain Employees prior to the establishment of the sick leave provisions enumerated above may be credited by said Employees toward their retirement date.

Section (E)

A doctor's statement will be required on the third (3rd) day of an illness.

Section (F)

Sick days, or any portion of, may not be used when an Employee reports late for work.

CHAPTER 29.
JURY DUTY

An Employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all regularly scheduled work days he is required to serve on jury duty.

CHAPTER 30.
REST PERIODS

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) shift. The rest period shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

CHAPTER 31
MEAL PERIODS

All non-clerical Employees shall be granted a thirty (30) minute unpaid lunch period with ten (10) minute travel time during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Meal Tickets. Employees working beyond their regular shift two (2) hours shall receive one (1) meal ticket, plus a meal ticket for each four (4) hour period thereafter. Employees called in for overtime shall receive a meal ticket for each four (4) hours worked. Employees working overtime on Saturday, Sunday, or holiday shall be entitled to a meal

ticket for each four (4) hours worked. A meal ticket is defined as one-half (1/2) hour's pay at the Employee's prevailing overtime rate.

CHAPTER 32. LONGEVITY

Commencing on the first anniversary date of employment, each Employee shall be paid the sum of Twenty Five Dollars (\$25.00) a year for each year's service with the City. Commencing the 11th year of service, each Employee shall be paid the sum of Thirty Dollars (\$30.00) a year for each year's service with the City. Commencing on the 21st anniversary date of employment, each Employee shall be paid the sum of Forty Dollars (\$40.00) a year for each year's service with the City. Said longevity shall be paid on the anniversary date or on the last working day prior to the anniversary date. The maximum shall be One Thousand (\$1,000.00) Dollars.

To be eligible for longevity pay, an Employee must have worked a minimum of six (6) months during the year preceding the Employee's anniversary date.

NOTE: Employees laid off in 1960, who worked as temporary Employees will be given credit toward longevity and vacation benefits for the period they actually worked on a temporary Employee basis, provided that sufficient time was worked to qualify for longevity and/or vacation benefits under the provisions of this contract.

Employees ineligible for longevity due to a break in service in a given year shall regain eligibility for longevity payments in subsequent years, provided that sufficient time was worked to qualify for longevity benefits under the provisions of this contract.

CHAPTER 33. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

Section (A)

During the term of this Agreement, The Employer shall not contract out or subcontract any public work that is done by City Employees. However, the City shall have the right to contract work to professional contractors to do construction of driveways, sidewalks, curbs and related cement work which accumulates and cannot be completed. This will also allow contracting for sod replacement while doing related cement work.

This work is to be contracted by the City only between the period commencing June 1 to October 15 of each year.

It is further understood that the City will not lay off any Employees of the general

City Employees work crew as a result of this contracting and subcontracting of cement work during the period commencing June 1 to October 15.

Section (B)

The refuse pick-up shall remain exempt from this Chapter.

CHAPTER 34
SUPERVISORS

Supervisory Employees shall not perform work normally designated to Employees in the recognized bargaining unit.

CHAPTER 35.
REPORTING TIME

Section (A)

Any Employee who is scheduled to report for work, and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report.

If work on the job is not available, the Employee shall be excused from duty and paid at his regular rate for four (4) hours.

Section (B)

When an Employee reports for work and starts to work as scheduled, and is excused from duty before completing four (4) hours work, the Employee shall be paid at his regular rate for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

Section (C)

Employees reporting late for work shall be docked in the following manner:

- After 5 minutes docked 15 minutes.
- After 20 minutes docked 30 minutes.
- After 35 minutes docked 45 minutes.
- After 50 minutes docked 1 hour, etc.

CHAPTER 36
CALL TIME

An Employee called to work outside of his regularly scheduled shift shall be paid in accordance with the following:

1. An Employee called to work outside his regularly scheduled shift Monday through Friday shall be paid a minimum of four (4) hours at the prevailing overtime rate (Retroactive to 7/1/97).

2. An Employee called to work from quitting time Friday through starting time Monday, or from quitting time preceding a holiday through starting time after a holiday shall receive four (4) hours pay at the prevailing overtime rate.

3. Notwithstanding the foregoing provisions, clerical Employees called in for Commission meetings shall receive a minimum of four (4) hours pay at the prevailing overtime rate. (Retroactive to 7/1/97).

If the call time work assignment and the Employee's regular shift overlap, the Employee shall be paid the call time rate of time and one-half until he completes two (2) hours work. The Employee shall then be paid for the balance of his regular work shift at the appropriate rate.

Employees who have telephone answering machines or beepers in operation at the time that a Supervisor is calling in Employees under this Section, shall have five (5) minutes to call, then the Supervisor shall move to the next name on the Call Time list. Once the Employee accepts the call-in, he shall have thirty (30) minutes to report for work unless otherwise agreed with the Supervisor. Employees who fail to report as stated shall be charged ten (10) hours for overtime call-in purposes.

CHAPTER 37. HOURS OF WORK

Section (A) D.P.W and Water Department- Non-Clerical

1. **Regular Hours.** The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch period.

2. **Work Week.** The work week shall consist of five (5) eight (8) hour days. Employees shall be obligated to work the scheduled hours, except for approved absences.

3. **Work Day.** Eight (8) consecutive hours of work within a twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

4. **Work Shift.** Eight (8) consecutive hours of work shall constitute a work shift. All Employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

5. **Work Hours.** Hours of the D.P.W., and Water Department (non-clerical) Employees shall be from 7:00 a.m., to 3:30 p.m., during Daylight Savings Time, and 8:00 a.m. to 4:30 p.m., during Eastern Standard Time. These hours shall take effect the first Monday after the above time changes.

6. **Work Schedule.** Work schedules showing the Employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Section (B) Clerical Employees

1. The Employees of the general office jurisdiction shall work from 8:30 a.m. through 4:30 p.m., Monday through Friday, with a one (1) hour unpaid lunch period.

2. The hours of general office Employees may be changed for Election Day, last day of voter registration and board of review days (second Monday in March, the following Thursday and Saturday).

3. Hours worked before or after the scheduled hours listed in this Chapter will be paid at overtime rates, except as otherwise provided herein.

Section (C)

If other than a day shift is instituted, there will be discussion at the time with the Union representatives concerning premium for said work.

CHAPTER 38. **RATE SCHEDULE**

Section (A)

For the period of January 1, 1997 - December 31, 1999, the rates of the listed classifications will be as follows:

1997 RATE SCHEDULE **1/1/97 (2%)**

DEPARTMENT OF PUBLIC WORKS

<u>Classification</u>	<u>Hourly Rate</u>
Labor 2 (general)	13.20
Sign Fabricator	13.79
Forester	13.42
Equip. Operator 1A-1B (truck operator)	13.36
Equip. Operator 2 (utility)	13.80
Senior Mechanic	16.39
Parks and Rec. Utility	13.80
*Mechanic's Helper	13.80-14.41

WATER DEPARTMENT

Water Distribution Opr. S-2	14.76
Maint. Utility	13.80
Maint. General	13.55
Vactor Operator	13.80

*NOTE: One State of Michigan Mechanic's Certification required to bid on this position. A ten cent (10¢) per hour increase will be paid over the base rate for Each Additional Certification obtained to a maximum of 8 certifications. At that point, Employee would become a SENIOR MECHANIC.

OFFICE CLERKS' SALARIES 1/1/97 (2%)

<u>Senior Clerk</u>	<u>Annual Rate</u>
Maximum (after 2 years)	26,549
After 1 year	26,390
Minimum	26,232
Probationary (6 mos.)	25,828

Bookkeeper*

Maximum (after 2 years)	26,102
After 1 year	25,947
Minimum	25,790
Probationary (6 mos.)	24,959

Junior Clerk Typist*

Maximum (after 2 years)	25,708
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After 1 year	25,554
Minimum	25,397
Probationary (6 mos.)	25,003

Junior Clerk Typist Matron*

Maximum after 2 years)	25,708
After 1 year	25,554
Minimum	25,397
Probationary (6 mos.)	25,003

1998 RATE SCHEDULE

1/1/98 (2%)

DEPARTMENT OF PUBLIC WORKS

<u>Classification</u>	<u>Hourly Rate</u>
Labor 2 (general)	13.46
Sign Fabricator	14.07
Forester	13.69
Equip. Operator 1A-1B (truck operator)	13.63
Equip. Operator 2 (utility)	14.08
Senior Mechanic	16.72
Parks and Rec. Utility	14.08
Mechanic's Helper	14.08-14.70

WATER DEPARTMENT

Water Distribution Opr. S-2	15.06
Maint. Utility	14.08
Maint. General	13.82
Vactor Operator	14.08

*NOTE: One State of Michigan Mechanic's Certification required to bid on this position. A ten cent (10¢) per hour increase will be paid over the base rate for Each Additional Certification obtained to a maximum of 8 certifications. At that point, Employee would become a SENIOR MECHANIC.

OFFICE CLERKS' SALARIES 1/1/98 (2%)

<u>Senior Clerk</u>	<u>Annual Rate</u>
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Maximum (after 2 years)	27,080
After 1 year	26,918
Minimum	26,757
Probationary (6 mos.)	26,345

Bookkeeper*

Maximum (after 2 years)	26,624
After 1 year	26,466
Minimum	26,306
Probationary (6 mos.)	25,458

Junior Clerk Typist*

Maximum (after 2 years)	26,222
After 1 year	26,065
Minimum	25,905
Probationary (6 mos.)	25,503

Junior Clerk Typist Matron*

Maximum after 2 years	26,222
After 1 year	26,065
Minimum	25,905
Probationary (6 mos)	25,503

1999 RATE SCHEDULE

1/1/98 (2%)

<u>DEPARTMENT OF PUBLIC WORKS</u>	<u>1/1/99 (2%)</u>
<u>Classification</u>	<u>Hourly Rate</u>
Labor 2 (general)	13.73
Sign Fabricator	14.35
Forester	13.96
Equip. Operator 1A-1B (truck operator)	13.90
Equip Operator 2 (utility)	14.36
Senior Mechanic	17.05
Parks and Rec. Utility	14.36
Mechanics Helper	14.36-15.00

WATER DEPARTMENT

Water Distribution	
Opr. S-2	15.36
Maint. Utility	14.36
Maint. General	14.10
Vactor Operator	14.36

*NOTE: One State of Michigan Mechanic's Certification required to bid on this position. A ten cent (10¢) per hour increase will be paid over the base rate for Each Additional Certification obtained to a maximum of 8 certifications. At that point, Employee would become a SENIOR MECHANIC.

OFFICE CLERKS' SALARIES

1/1/99 (2%)

<u>Senior Clerk</u>	<u>Annual Rate</u>
Maximum (after 2 years)	27,621
After 1 year	27,456
Minimum	27,292
Probationary (6 mos.)	26,872

Bookkeeper*

Maximum (after 2 years)	27,156
After 1 year	26,995
Minimum	26,832
Probationary	25,967

Junior Clerk Typist*

Maximum (after 2 years)	26,746
After 1 year	26,586
Minimum	26,423
Probationary (6 mos.)	26,013

Junior Clerk Typist Matron*

Maximum (after 2 years)	26,746
After 1 year	26,586
Minimum	26,423
Probationary (6 mos.)	26,013

Section (B)

Employees hired after May 4, 1983 shall be paid ninety (90%) percent of the above wage rates during the six (6) months probationary period.

*It is understood and agreed that Employees in these classifications shall upgrade to the probationary level Senior Clerk wage scale after a period of three (3) years continuous service in the Bookkeeper, Junior Clerk Typist or Junior Clerk Typist Matron classification; however, should the Employee vacate the position by transfer or otherwise, the position shall revert to the Bookkeeper, Junior Clerk Typist, or Junior Clerk Typist Matron wage scale in effect at that time.

CHAPTER 39. OVERTIME

Section (A) Rate of Pay

Time and one-half the Employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. Daily - All work performed in excess of eight (8) hours in any work day.
2. Weekly - All work performed in excess of forty (40) hours in any work week.
3. Before or after regular hours - All work performed before or after any scheduled work shift.
4. Saturday work - All work performed on Saturday shall be paid at the rate of time and one-half the Employee's regular rate of pay, provided the Employee has already worked forty (40) hours that week or would have except for an approved absence.
5. Sunday work - Double time shall be paid for all work on Sunday, provided the Employee has already worked forty (40) hours that week or would have except for any approved absence. Approved absence is defined as paid sick leave, funeral leave, vacation leave, holiday, personal business days or approved leave without pay.
6. The overtime rate specified above for Saturday work and for Sunday work shall not be paid to Employees for whom these days fall regularly within the first five (5) days of their work week. These Employees shall be paid time and one-half for all work performed on the sixth (6th) day of their regular work week and double time for all work performed on the seventh (7th) day in their regular work week.
7. In addition to the above provisions for overtime pay, there shall be created a compensatory time bank of no more than sixty (60) hours which may be utilized at the Employee's option in lieu of receiving pay for overtime hours worked. Compensatory time shall be earned at the applicable rate for overtime worked and the Employee's bank shall

be credited accordingly. Use of compensatory time off shall be done so as to minimize disruption of the regular work schedule and shall be taken in increments of no less than one (1) hour. Unused compensatory time shall be paid off at the end of the year. At year end, Employee will be able to keep sixteen (16) hours on the books.

Section (B) Distribution

1. Overtime will be equalized and rotated first within classification and then among Employees within the following groups: (1) D.P.W., (2) Water Department, (3) General Office. It is understood that the Sewer Crew is part of the Water Department.

2. If the Employer, after inquiring of the Employee under the current procedure, is unable to secure enough Employees to work the necessary overtime hours, the Employee (s) with the lowest number of overtime hours paid on the master list, and who have the ability shall be required to accept the overtime. However, an Employee can refuse mandatory overtime, without penalty, except to be charged ten (10) hours as stated in the contract. This shall not apply to the clerical staff.

3. Commission meeting minutes shall be taken by clerical Employees working in a department which has a commission related to its function. Where this is not applicable, commission assignments shall be made in accordance to Chapter 22, Section A. If no Employee applies, the Employer shall assign a commission to the least seniority Employee on a one per Employee basis.

4. Overtime charts will be posted in all work areas and the charts will show hours worked and time refused by color code.

5. Overtime will be offered to the Employee first within classification needed to perform the assignment with the lowest number of hours on the chart. Should any Employee be needed to do overtime work outside of his classification, the offer shall be made on the basis of the lowest man on the overtime list who can perform the assignment, without regard to the classification held by the Employee.

6. Utilization of Employees on overtime shall be governed by a test of reasonableness and as long as management called out the proper Employee(s) for the primary function involved. The Employee may perform other minor duties, in other job classifications, as may arise in connection with the original primary duty with no penalty to management.

7. A color coded chart shall be used to show the number of hours paid.
Example: If the Employee worked four (4) hours at a time and one-half---equals six (6) hours paid and charted;
and four (4) hours worked at double-time equals eight (8) hours paid and charted.

8. Overtime refused by the Employee shall be charted in a different color than hours worked and paid.

9. Refusal shall be defined as a request or call to the Employee or his home with the Employee refusing or no one home, resulting in the Employee being charged with the same amount of overtime as the Employee who worked.

10. Employees who are on any leave (vacation, unpaid personal leave, sick leave, funeral, day off without pay, etc.) except for paid personal leave or compensatory time, as provided in Chapters 39 and 42 shall not be called for overtime until said Employee has returned to work.

11. Employees who are on leave as outlined above shall not be called for overtime until all other Employees who can perform the work have been offered the overtime. If the Employer calls Employees on leave, they shall not be charged if the Employee refuses the overtime assignment.

12. The chart shall list Employees by classification, in order of seniority. Employees hired after the overtime chart is developed shall begin at one (1) hour over the highest Employee on the entire chart.

13. Clerical Employees' calculation for overtime shall be based on one thousand eight hundred twenty (1820) hours and shall be paid at the rate of time and one-half (1 ½) the Employee's regular rate of pay. (Retroactive to 7/1/97).

Section (C)

For the purpose of determining overtime eligibility, an Employee shall be recognized as back to work when he reports back on the first regularly scheduled work day following his vacation, sick leave or leave of absence.

Section (D)

When an Employee works on a particular job for his regular shift and this job causes overtime in his classification (which is uninterrupted by his regularly scheduled quitting time, he will be offered this overtime before any other Employee. If he chooses to refuse it, he will be charged with the time worked by his replacement according to the contract provisions regarding overtime distribution and the accepted City policy.

A new overtime chart shall be started January 1st of each year at zero (0) hours.

CHAPTER 40.
HOLIDAYS RECOGNIZED AND OBSERVED

Section (A)

The following days shall be recognized and observed as paid holidays:

New Year's Day	General Election Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	

Floating Holiday is to be used in off election year before 12/31/97. (Employee must use it or lose it for this year only.) Thereafter, floating holiday must be used before November 1st with prior approval of the Department Head.

Eligible Employees shall receive one (1) day's pay for each of the holidays listed above on which they do not perform any work.

Section (B)

1. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

2. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

3. If Christmas or New Year's Day fall on a Monday, then Friday shall be given off as the eve holiday.

4. If Christmas or New Year's Day fall on a Saturday, then Friday shall be given off as the holiday and Thursday as the eve holiday.

5. Overtime payment under the conditions set forth in (3) and (4) for the eve holiday shall be at the rate of holiday pay, plus time and one-half for the day given off on the eve holiday. This shall apply for the first eight (8) hours, after which the regular holiday overtime pay provision shall apply.

Section (C)

If by legislation, the day of observance of any holiday enumerated in the contract is changed, the contract will be considered amended accordingly.

Section (D)

If a holiday is observed on an Employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

Section (E)

1. Clerical Employees required to work on General Election Days shall be given compensatory time for the first seven (7) hours of work. For all hours of work beyond seven (7) hours, the regular holiday overtime provisions shall apply.

2. The Employee shall give the Employer at least five (5) working days notice of the day being requested as a compensatory day.

3. The Employer shall not require more than three (3) clerical Employees to work under the above provisions. Should the Employer call in more than three (3) Employees, the above provisions shall be void and the regular overtime provisions shall apply.

Section (F)

Eligibility requirements for holiday pay. Employees shall be eligible for holiday pay under the following conditions:

1. The Employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the Employee is on a day off, vacation, layoff, or sick leave, and;

2. The Employee worked his last scheduled day prior to the holiday, unless he is excused by the Employer or he is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness. It need not be mutually agreed upon.

3. Employees who have established seniority, but who are on inactive status due to layoff or sick leave that commenced thirty (30) work days prior to the week in which the holiday occurs, shall receive pay for such holiday.

4. Eligible Employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

5. If any Employee works on any of the holidays listed in the preceding Sections, he shall be paid the following premium rates in addition to his holiday pay:

For the first eight (8) hours - double time for all hours worked.

For all hours in excess of eight (8) hours - triple time for all hours worked.

CHAPTER 41.
VACATION

Section (A)

An Employee's vacation accumulation shall be figured in accordance with the following schedule:

1 year employment	1 week
2-3 years employment	2 weeks
4 years employment	3 weeks
5-9 years employment	4 weeks
10-19 years employment	5 weeks
20 years or more	6 weeks

An Employee's vacation time shall accumulate and be credited on a monthly basis in proportion to his years of service to the City as shown in the schedule above. The Employee shall earn his full entitlement if he works at least one thousand two hundred (1,200) hours in a calendar year or would have except for an approved absence. For every one hundred (100) hours or portion thereof that an Employee falls short of one thousand two hundred (1,200) hours, he shall lose one-twelfth (1/12) of this benefit. For purposes of this section, approved absence does not include an unpaid leave of absence or an absence during which the Employee collects Sickness and Accident benefits as provided in Chapter 45.

NOTE: This will not result in any reduction in vacation schedule for Employees hired prior to January 1, 1979.

Certain Employees who were laid off and hired back as temporary will receive seniority credits during the years they were employed as temporary in computing their LONGEVITY and VACATION benefits only--and shall not in any case, be retroactive.

Section (C)

When a holiday falls within the vacation period, the vacation will be extended one (1) day continuous of the vacation.

Section (D)

An Employee may take up to twenty-four hours of vacation in one (1) hour increments, with the approval of the employer.

Section (E)

April 1st shall be the deadline for submitting vacation times. Each Employee shall submit at least fifty (50%) percent of his first, second and third choices for vacation times to his supervisors or Commissioner. Any senior person not having submitted his time by this date shall forfeit his right to priority selection of his vacation time. Selections shall be

done prior to April 1st on a seniority basis. This shall not hinder switching or trading of vacation times that may occur later in the work year providing there is approval of the foreman and there are no contractual violations. Selections which are made the same day after the deadline, seniority shall prevail.

If a senior person decides to switch his time at any later date, those Employees with time remaining shall bid for the newly opened time on a seniority basis.

CHAPTER 42. PERSONAL LEAVE

Five (5) personal leave days shall be granted each year (non-accumulative) with twenty-four (24) hours prior notice, except in case of emergency.

In case of emergencies, the Employee will receive personal time without prior notice. Such cases shall require the Employee to disclose the nature of the emergency and the Employer shall have the final determination of what constitutes an emergency.

The minimum amount of time shall be one (1) hour increments to be charged to personal leave time. The Employee will call in before his shift and request the emergency personal leave time.

The Employer shall apply this equally to all Employees.

CHAPTER 43. PAY ADVANCE

Section (A)

If a regular pay day falls during an Employee's vacation, he may receive a check in advance before going on vacation, provided that he gives reasonable notice of a desire to be paid in advance. Should an Employee change his vacation, he must make a request for the check one (1) month before leaving, if he desires to receive it in advance.

Section (B)

If an Employee is laid off or retires, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled Employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

Section (C)

Rate During Vacation. Employees will be paid their current rate based on an eight (8) hour day while on vacation and will receive credit for any benefits provided for in this Agreement.

CHAPTER 44.
UNIFORMS AND PROTECTIVE CLOTHING

Section (A)

Each year each Employee shall be issued six (6) additional sets of uniforms. All damages to uniforms shall be prorated 1/12 per month for any replacement. All uniforms will be marked with the issue date for this purpose and uniforms older than one (1) year will be the responsibility of the Employee.

Uniforms will be cleaned and maintained and kept in good repair by the Employee. All Employees shall be required to wear their uniforms. Any Employee reporting to work without their uniform shall be sent home and shall return to work with their uniform. Employees shall not be paid during this period.

Mechanics shall be provided with coveralls which will be cleaned and washed at the City. All uniforms shall become the property of the Employee after one (1) year.

Section (B)

If any Employee is required to wear protective clothing or any type of protective device as a condition of employment, protective clothing or protective device shall be furnished to the Employee by the Employer. All non-clerical Employees are required to furnish and maintain their own steel toe work boots which are to be worn when required by MIOSHA.

The cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

D.P.W. and Water Department Employees who require replacement of prescription safety glasses due to breakage at work shall have one (1) pair replaced at the Employer's expense during the term of this Agreement.

Section (C)

The Employer shall furnish one (1) pair of work boots per year to all Employees in the Water Department. All other non-clerical Employees shall receive one (1) pair of work boots every other year. All non-clerical Employees shall be furnished with a winter protective jacket once every three (3) years. Said jacket shall remain the property of the City and shall be returned by the Employee upon separation from service to the City.

CHAPTER 45
INSURANCE

A. The City agrees to pay the full premium for its self-insured health insurance plan through HCM, Inc., based upon American Community Insurance Group 3383 Plan and

Ameraplan, Inc. Group Policy 400 Plan, with dental, or equivalent, for the Employee and his family. Effective January 1, 1999, the Plan or its equivalent shall include a prescription drug rider (\$5.00 in-network deductible/\$5.00 out-of-network deductible. For retirees who retired prior to November 1, 1992, the co-pay is \$2.00 per prescription, regardless.) The Plan or its equivalent shall include an orthodontic benefit of One Thousand Dollars (\$1,000) maximum per dependent (50/50 split for dependent children 19 years of age and under only), to start upon execution of contract.

It is understood that effective November 1, 1994 the following change will take place and be in effect as the New Melvindale Health Plan regarding Out-of-Network Major-Medical Benefits.

Major-Medical Deductible will be \$250.00 per person, \$500.00 per family, with a Co-payment Percentage of the plan paying 80% of the next \$2,500.00 usual and customary charges per person and \$5,000.00 per family, then 100% of usual and customary charges for the balance of the calendar year, for a Maximum Out-of-Pocket of \$750.00 per person (20% of \$2,500.00 plus \$250.00 Deductible) or \$1,500.00 per family (20% of \$5,000.00 plus \$500.00 Deductible).

It is understood that during the contract term the Plan continues to include a cost containment provision which requires, among other things, a requirement of second opinions as a prerequisite to certain surgery.

The City reserves the right to change insurance carriers as long as there is no reduction in coverage and as long as the Union has had at least thirty (30) days to review any proposed changes.

B. The City agrees to provide optical coverage for the Employee and eligible family dependents as follows:

The City agrees to pay reasonable and customary charges for a standard eye examination for the Employee and his dependents;

The City further agrees to pay reasonable and customary charges up to and including Seventy-five (\$75.00) Dollars for eyeglass frames and lenses, or contact lenses;

Employees and their covered dependents shall be eligible for this optical benefit once in each two (2) year period.

C. Employees who retire after the effective date of this agreement, and retired Employees who already have such coverage provided by the City shall continue in the group with coverage for himself and his spouse paid by the City.

D. For new hires only (Employees hired after 10/01/97), eighty (80) points must be accumulated (combination of age and years of service) to retain full health benefits for retirement.

E. Group life insurance in the face amount of Fifty Thousand (\$50,000.) Dollars, with double indemnity, accidental death, dismemberment, and loss of sight provisions, shall be maintained in force for each Employee.

F. Life insurance, in the face amount of Ten Thousand (\$10,000.) Dollars, shall be maintained in force for each Employee who retires.

G. An Employee may, at his option, withdraw from the group medical and dental insurance plan provided by the City. Any Employee who voluntarily elects to withdraw from the group insurance plan will receive a payment of One Hundred (\$100.00) Dollars per month paid quarterly by the City in lieu of said group insurance benefits. The voluntary election by said Employee to withdraw from the group insurance plan shall be made between December 1st and December 20th of the year preceding any such withdrawal. Once the Employee has made such election, the election to withdraw from the group insurance plan shall be irrevocable for a twelve (12) month period beginning January 1st following the election. Employees who seek to revoke such election for the subsequent year and return to the group insurance benefits provided by the City must notify the City in writing between December 1st and December 20th of the year preceding the intention to return to said group insurance benefits. Any such return to group insurance benefits provided by the City shall be effective January 1st immediately following the election to return to the City's group.

H. It is agreed that the City provide an optional health insurance coverage (Preferred Provider Option) with office visit co-pays of \$10.00 (Ten dollars) and emergency room co-pays of \$25.00 (twenty-five dollars). The City reserves the right to change the (PPO) so long as substantially equivalent coverage is maintained, and as long as the Union has had at least thirty (30) days to review the proposed changes.

I. If an Employee is injured on the job, he shall be entitled to receive full wages for seven (7) days without loss of any sick day benefits. The City will supplement Workers' Compensation to base pay for a period not to exceed six (6) months from the date of injury, and will supplement compensation to seventy-five (75%) percent of base pay for an additional period not to exceed six (6) months.

J. The Sickness and Accident Benefits currently in effect shall provide a benefit level of Two Hundred Fifty (\$250.00) dollars per week for a maximum period of twenty-six (26) weeks per year, regardless of number of occurrences.

K. The Employer and the Union agree to participate in an Employee Assistance Program through Occupational Health Centers of America, Inc. The Employer shall incur

the cost of such program, provided however, that the cost does not exceed Twenty (\$20.00) dollars per Employee per year, and that said program shall be reviewed by the Employer and the Union each year to determine whether said program should be continued.

CHAPTER 46. PENSION PLAN

It is agreed that the Pension Plan is Benefit B-2 of the Municipal Employees Retirement System as provided by Act 135 of P.A. 1945, as amended.

After 10/01/97, new hires will contribute five percent (5%) into the Pension Plan. (At their option, new hires shall have up to six (6) months to join.)

Effective upon ratification of this agreement, the following riders and waivers shall be added to the existing MERS Pension Plan:

RS-50, six (6) year vesting, F55/15/ F55/25, F50/25 and FAC3.

Effective 1/1/95, benefit level B-4 will be added to the MERS Pension Plan.

It is expressly understood by and between the parties that all amounts paid by the City into the MERS Pension Plan since 1/1/90 to fully fund the pension plan shall remain in the plan and these funds are not subject to claims by individual members of the pension plan. It is further understood that from and after 1/1/90 the pension benefits for the members of this unit are fully funded by the City of Melvindale on a sound actuarial basis.

Employees planning to retire shall give sixty (60) days notice to their Supervisor or Commissioner prior to the effective date of retirement, except in cases of emergency.

CHAPTER 47. ASSIGNMENT AND USE OF EMPLOYEES

Clerical Employees may be used in other than **their** assigned department with the approval of their immediate Supervisor and/or the Mayor.

When there is more than one function of the same classification to be performed, the Employer will offer them to the Employees according to seniority within the classification.

NOTE: Definition of seniority within the classification for the purpose of administering this paragraph, will mean years of service in that classification uninterrupted by award of another permanent classification.

When the employer is required to work Employees outside of their normal classifications, the choice will be offered first to unassigned Employees within the department

needing the work that is to be performed, based on overall seniority. Then if additional Employees are needed to fill the job assignments, unassigned Employees from the other department will be offered the job assignment based on overall seniority.

It is also understood that the Department of Public Works Utility positions, the Parks & Recreations utility positions, and the Water Maintenance utility positions are three separate and distinct classifications, with no cross classification job preference to one another.

Employees may be trained on all equipment.

The parties agree to form a joint labor management committee for the purpose of promoting Employee involvement, improving labor management relations, developing training programs and safe work methods. The committee shall meet at least quarterly.

Employees may be trained on all equipment. In the event an Employee is required to possess a Commercial Driver's License (CDL), the City will reimburse for all state-issued tests, and any private tests with the prior approval of management, upon the Employee passing all such tests.

The City and the Union shall establish an Employee Training Program, for the purpose of training all Employees on the functions, operations and equipment of all departments.

A Joint Labor Management Committee comprised of representatives of the City and the Union shall be established. This joint committee shall meet for the purpose of developing training programs, promoting and setting up a mutually agreeable evaluation system for Employees in training.

CHAPTER 48. RESIDENCY

All Employees covered by this Agreement shall be permitted to reside within a twenty (20) mile radius extending from the City limits which shall include the following cities and areas: Allen Park, Belleville, Beverly Hills, Berkley, Birmingham, Canton, Centerline, Clawson, Dearborn, Dearborn Heights, Detroit, East Detroit, Ecorse, Farmington, Farmington Hills, Ferndale, Flat Rock, Franklin, Garden City, Gibraltar, all five Grosse Pointes, Hazel Park, Huntington Woods, Inkster, Lathrup Village, Lincoln Park, Livonia, Madison Heights, Northville, Novi, Oak Park, Plymouth, Redford Township, River Rouge, Riverview, Romulus, Roseville, Royal Oak, St. Clair Shores, Southgate, Southfield, Taylor, Warren, Wayne, Westland, Woodhaven, Wyandotte, Brownstown Township, Huron Township, Sumpter Township and Van Buren Township.

CHAPTER 49.
UNION BULLETIN BOARDS

Section (A)

The Employer will provide bulletin boards which may be used by the Union for posting notices of the following type:

1. Notices of recreational and social events.
2. Notice of elections.
3. Notices of results of elections.
4. Notices of meetings.

Section (B)

A copy of posted notices will be forwarded to the Employer.

CHAPTER 50.
UNION CONTRACT

Copies of the complete contract shall be printed by the Employer in pocket size booklet form and shall be made available to each Employee and the Union within sixty (60) days following ratification by the parties.

CHAPTER 51.
RESERVATION OF EMPLOYER RIGHTS

The City shall have the right to make changes in operating procedures provided said changes do not conflict with the terms of this Agreement.

CHAPTER 52.
PRORATION OF FRINGE BENEFITS UPON
RETIREMENT OR TERMINATION OF SERVICE

Upon termination of service due to retirement or resignation, longevity benefits shall be prorated in accordance with the period of time Employee has worked during Employee's anniversary year.

Under the same circumstances, sick pay shall be prorated on a calendar year basis and Employee will be paid for the unused sick days so prorated.

CHAPTER 53.
APPENDICES

The following appendices are incorporated and made a part of this agreement:

Appendix A	Job Description (when accepted)
Appendix B	Payroll Deduction - Union Dues
Appendix C	Payroll Deduction-Credit Union, etc.

CHAPTER 54.
RATES FOR NEW JOBS

When a job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

CHAPTER 55
UNSAFE OR DEFECTIVE EQUIPMENT

The Employer and Union mutually agree that it is in the best interest of both to maintain equipment in good working order and that the Employees should not operate equipment when the mechanical condition of the equipment is defective. It is also mutually agreed that work areas and conditions should be safe before an Employee enters the area or works under the conditions.

To effectuate this section, the Employer will cause a periodic inspection of all equipment, areas and conditions. If an Employee is ordered to work on or with equipment which he feels is unsafe or defective, he shall report said condition. The report shall be in form as set out below, and shall be filled out in triplicate, one copy to be retained by the Employee.

REPORT OF UNSAFE OR DEFECTIVE EQUIPMENT

I, _____, have been ordered this _____ day of _____, 19____, to work on or with _____, which I consider to be unsafe or defective for the following reasons: _____

Employee's signature

Received by: _____

The above procedure and safety measures shall be adhered to as provided by the OSHA & MIOSHA manual and that all rules of safe working conditions are followed by the Employer and Employees. Water coolers shall be provided as needed.

CHAPTER 56. **RATIFICATION**

The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification by them on or before _____ 1997, and the Union will recommend to the Employees that it be ratified.

CHAPTER 57. **TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect from January 1, 1997, until 11:59 p.m. December 31, 1999.

Section (A)

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section (B)

If either party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to December 31, 1999, give written notice of amendment. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment 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.

Section (C)

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 23855 Northwestern Hwy., Southfield, Michigan 48075, and if the Employer, addressed to the City of Melvindale, 3100 Oakwood Blvd., Melvindale, Michigan 48122, or to any such address as the Union or the Employer may make available to each other.

Section (D)

During the course of negotiations if said negotiations continue after the expiration date

of this agreement, December 31, 1999, the parties may mutually agree to monthly extensions in thirty (30) day increments, and upon such agreement, the parties shall sign such extensions and upon the signing of such extensions the terms of this agreement shall remain in full force and effect for the agreed upon periods of extensions.

CHAPTER 5B.
EFFECTIVE DATE

This Agreement is to be effective January 1, 1997.

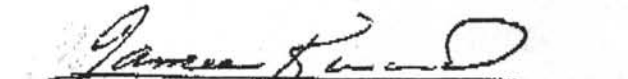
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 6th day of NOVEMBER, 1997.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL Employees
AFFILIATED WITH AFL-CIO

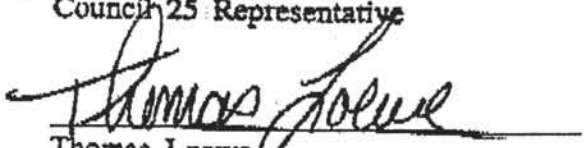
CITY OF MELVINDALE



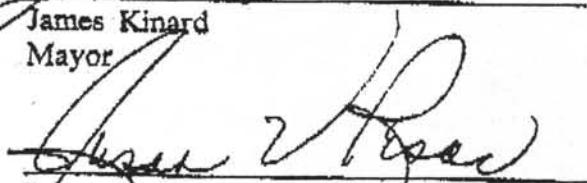
Sharon Thacker
Council 25 Representative



James Kinard
Mayor

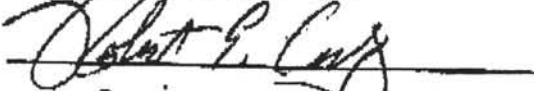


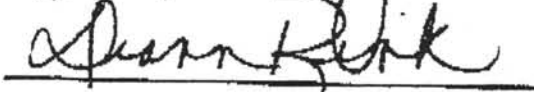
Thomas Loewe
Local 511 President

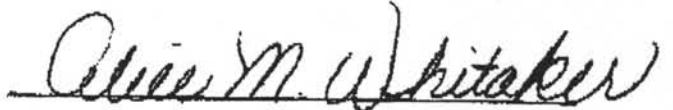


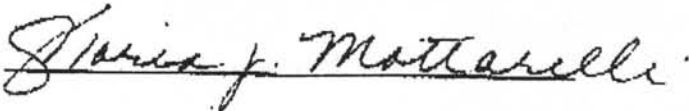
Susan V. Resac
City Clerk

IN THE PRESENCE OF:









APPENDIX A
JOB DESCRIPTION

Current job descriptions shall remain in effect until new job descriptions for all bargaining unit positions shall be developed which, when accepted by both the City and Union, shall become part of this Agreement.

APPENDIX B
PAYROLL DEDUCTION
UNION DUES

By: _____
(Please Print) Last Name First Middle

To: City of Melvindale

Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local Union No. 511 and effective the same date to deduct from earnings each _____ regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 511 of the American Federation of State, County and Municipal Employees.

This authorization shall remain in effect unless terminated by me upon thirty (30) days written notice to the Employer and the Union in advance or upon termination of my employment.

Employee's signature

Address

City & State Zip

APPENDIX C
PAYROLL DEDUCTION-CREDIT UNION, ETC.

(a) Employee shall have the right to affiliate with a credit union agreeable to both the Union and the City and shall have the right to payroll deductions therefore; provided the Employee's election of payroll deduction must remain effective for a period of at least one (1) year from the date of election.

(b) Employees shall have the right to payroll deduction for the purpose of purchasing United States Savings Bonds; provided, the Employee's election of payroll deduction must remain effective for a period of at least one (1) year from the date election.

of this agreement, December 31, 1999, the parties may mutually agree to monthly extensions in thirty (30) day increments, and upon such agreement, the parties shall sign such extensions and upon the signing of such extensions the terms of this agreement shall remain in full force and effect for the agreed upon periods of extensions.

CHAPTER 58.
EFFECTIVE DATE

This Agreement is to be effective January 1, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this _____ day of _____, 19_____.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL Employees
AFFILIATED WITH AFL-CIO

CITY OF MELVINDALE

Sharon Thacker
Council 25 Representative

James Kinard
Mayor

Thomas Loewe
Local 511 President

Susan V. Resac
City Clerk

IN THE PRESENCE OF:

