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6/30/98

Agreement Between
CITY OF MOUNT CLEMENS
and
MACOMB SUPERVISOR EMPLOYEE ASSOCIATION

July 1, 1994 through June 30, 1998

Mount Clemens, City of

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This Agreement entered into March 18, 1996, to become effective the first day of March, 1996, between the City of Mount Clemens, a Michigan Municipal Corporation hereinafter referred to as "Employer" or "City", and Macomb Municipal Supervisors Association, hereinafter referred to as "Union".

WITNESSETH: The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I **RECOGNITION**

The City of Mount Clemens, Michigan, recognizes Macomb Municipal Supervisors Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all foremen and assistant foremen (crew leaders and assistant crew leaders) of the City of Mount Clemens excluding all other employees and Supervisors. In the event the Employer participates in the J.T.P.A. program or any Federal program designed to replace J.T.P.A., he/she shall not be eligible for any benefits provided within this contract in conflict with Federal eligibility requirements or rules and regulations.

ARTICLE II **UNION SECURITY**

- A. The City shall deduct, as dues from the pay of each employee from whom it receives an authorization to do so, the required amount for payment of union dues, fees, and assessments. The sums and a list of employees authorizing and not authorizing (with reasons therefore) shall be forwarded to the Union office within thirty (30) days after such collections have been made.
- B. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop membership in the Union as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee in regards to such matters.
- C. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required to represent all employees in the Bargaining Unit fairly and equally, without regard to whether an employee is a member of the Union. This Agreement has been executed by the Employer. Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits. The terms of this Agreement have been made for all employees of the Bargaining Unit and not only for members of the Union.

- D. As a condition of employment, and in accordance with the policy set forth under Paragraphs A, B, and C of this Article, all employees shall pay to the Union, the employee's exclusive bargaining agent and representative, an amount equal to that paid by other employees in the Bargaining Unit who are members of the Union. This shall be limited to an amount of money equal to the Union's regular and usual initiation fee and its regular and usual membership dues. For existing employees, such payments shall commence thirty-one (31) days following the execution of this Agreement. For new hires, such payments shall commence thirty-one (31) days after completion of basic training.
- E. In consideration of the Employer's entering into this Collective Bargaining Agreement, which includes in this Article an Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs of the Employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction or Agency Shop fees. It is not intended that the Union should bear any of the costs of collecting dues under the check-off contained in this Collective Bargaining Agreement.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

It is mutually agreed that all grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance under this Agreement shall be a claim filed by an authorized representative of the Union stating a specified provision of this Agreement has been violated, misinterpreted, or misapplied by the Employer to the employee's detriment or disadvantage resulting from events which occurred during the term of this Agreement. In the event any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

- A. Any employee who believes there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement may file a grievance with the parties designated in the procedures outlined below.
- B. Step 1. Any employee with a grievance must first discuss the matter with the Department Head, accompanied by their Union representatives, with the objective of resolving the matter informally.
- Step 2. Within five (5) work days of an incident which is to result in a grievance, the aggrieved party must file a written complaint with the Department Head; such complaint shall be specific and shall contain a concise statement of the facts upon

which the grievance is based. It shall contain specific references to the Articles and Sections of this Agreement which have allegedly been misinterpreted or violated. The aggrieved and his/her Union representative may discuss the grievance with the Department Head within five (5) work days after the grievance is received by the Department Head. In the event the Department Head is unavailable within the time limit provided, the matter may be discussed with his/her designated representative or the Assistant City Manager.

Step 3. The aggrieved party or the aggrieved authorized Union representative shall give written notification to the Employer that the grievance procedure is being further invoked. Such notification must be received by the Assistant City Manager or his/her designated representative within seven (7) working days of the answer at Step 2. The aggrieved, the Union and the Assistant City Manager shall attempt to resolve the matter within five (5) working days thereafter. In the event the grievance is resolved, a written statement shall be signed by the aggrieved, the Union, and the Employer. Copies thereof shall be provided each of them. If, however, the grievance is not resolved, the Assistant City Manager shall be required to file with the Union a written answer to the grievance within ten (10) working days. Failure to file said answer in writing shall indicate the Assistant City Manager's decision to accept the Union's position on said grievance. The same shall be considered as resolved as required therein.

Step 4. In the event the grievance remains unresolved after completion of Step 3 of the grievance procedure, such grievance may be appealed to arbitration by either the Union or the City. It is intended herein to prevent an appeal by an individual employee without consent of the Union. Such appeal must be in writing setting forth the dispute to be arbitrated with a copy submitted to the Assistant City Manager.

The party desiring to arbitrate shall file a demand for arbitration with the American Arbitration Association and, in accordance with the applicable rules and regulations of the American Arbitration Association, send a copy of such demand to the opposite party within sixty (60) calendar days after the completion of the last meeting of the parties or the written disposition by the Assistant City Manager under Step 3 of the grievance procedure, whichever is later. If not submitted to the American Arbitration Association within such time limits, or if a copy is not provided the opposite party, the grievance shall be considered settled and such settlement shall be final and binding upon the City, the employee or employees involved, the Union, and its members.

So long as said arbitrator does not exceed his/her authority as provided herein, the decision shall be final and binding on the Union, all members of the Bargaining Unit, and the Employer. The Union will discourage any attempt by its member and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from the decision of the arbitrator.

- C. The appropriate representative of the Employer and appropriate representative of the Union shall note the time and day when the written grievance complaint is received. If dispute shall arise on the date when said appeal was taken, such notation shall be conclusive evidence of the date of its receipt.
- D. Upon failure to file a grievance within five (5) work days of the incident complained of, or to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed said incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties.
- E. It is the intention of the parties hereto to permit full and adequate representation of both the Employer and the employee throughout the course of the grievance procedure. However, it is further agreed between the parties hereto they will avoid any attempt to "pack" a grievance hearing by more than one (1) aggrieved signing a grievance.
- F. The Employer and the Union each agree not to withhold information necessary to the resolution of a grievance.
- G. The parties hereto agree the grievance procedure is the sole and exclusive remedy for resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.
- H. No grievance shall be filed in any matter which existed prior to the signing of this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to signing this Agreement.
- I. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and are not excluded from arbitration.
- Excluded from arbitration are disputes, complaints, or controversy relating to the City's pension plan and group insurance plan which questions the use, application, practices, and policies of these plans.
- J. The fees and expenses of the arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

Neither party, by actions or inactions, shall postpone the scheduled hearing date by more than thirty (30) days unless a longer postponement is mutually agreed upon by the parties.

- K. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that, once an employee has elected to pursue a remedy by State or Federal Law for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure. Any grievance then being processed shall be deemed withdrawn by the party filing.
- L. Meetings between the parties shall be at mutually agreed upon times and places. If the parties cannot agree to meet within the time limits, the time limits shall continue to run unless specifically extended. Union stewards shall be permitted reasonable time to investigate a grievance without loss of pay given approval of their supervisor.

ARTICLE IV NO-STRIKE CLAUSE

The parties of this Agreement mutually recognize and agree that the services performed by employees covered under this Agreement are services essential to the public health, safety, and welfare. Under no circumstance will the Union cause or permit its members to cause, nor will any member of the Bargaining Unit take part in: any strike, sit-down, stay-in, or slowdown in any department of the City, any curtailment of work, restriction of production, interference with the operations of the City, or any picketing (including the residence of City officials) or patrolling, including that of residences of elected and appointed City officials during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing, or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and shop stewards, shall immediately declare such work stoppage, picketing, patrolling, or other curtailment to be illegal and unauthorized. This will be in writing to the employees, and it will order said employees to stop said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union further agrees to cooperate with the City to remedy such situations by immediately giving written notice to the City and the employees involved declaring that said conduct is unlawful and directing the employees involved declaring that said conduct is unlawful and directing the employees to return to work. In the event the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation.

As a corollary to the No-Strike Clause, the City of Mount Clemens herewith agrees that during the life of this Agreement, it shall not cause, nor permit to be caused, a lock-out of any employees covered by this Agreement.

ARTICLE V
EMPLOYEE DISCHARGE AND DISCIPLINE

Regular employees shall be discharged or disciplined for just cause.

Appeal from discharge or discipline must be taken within five (5) working days, as outlined in the grievance procedure. Said discharge or discipline may be taken through to arbitration as outlined in the above-mentioned grievance procedure; provided, however, complaints regarding discharge or discipline of probationary employees (those with six (6) months service or less) shall not be subject to the grievance or arbitration procedures.

ARTICLE VI
WORK SCHEDULE

SECTION 1

The normal work day for regular full-time employees shall be eight (8) hours per day, forty (40) hours per week, excluding non-paid lunch periods. This shall not be construed as a guarantee or limitation of hours of work.

The Employer may establish a compressed work week of less than five (5) days and more than eight (8) hours per day. The Employer will not change the work week without first meeting with the Union to discuss the matter. The City will not implement any compressed work week schedule which requires an employee to work a split shift, less than eight (8) hours per day, or forty (40) hours per week. A work week schedule of less than five (5) days shall include any days Monday through Friday as part of the forty (40)-hour work week for employees who are not assigned to twenty-four (24)-hour, seven (7)-day week continuous operations.

SECTION 2

Employees covered hereunder will be granted a thirty (30)-minute unpaid meal break during an eight (8)-hour shift. Whenever an employee is assigned to work more than eight (8) consecutive hours, meal breaks shall be on City time.

SECTION 3

Thirty (30) minutes of relief time for every eight (8)-hour period will be granted, on City time, to all employees in each department and division at times most beneficial to the employees and the City.

SECTION 4

The City shall provide fifteen (15) minutes immediately prior to the end of the shift for an opportunity, when required, to clean up. Continuous operations employees will be required to wait at the place of work until relief arrives. This fifteen (15)-minute period applies only to the end of a shift, not to the beginning of rest periods or lunch periods.

ARTICLE VII OVERTIME

SECTION 1

Overtime at the rate of one and one-half (1-1/2) the employee's regular hourly rate shall be paid in each of the following instances.

- A. Employees who are on a schedule of five (5) days per week or eight (8) hours per day shall receive overtime for all hours worked over forty (40) hours in any one (1) week or eight (8) hours in any one (1) day. The employee shall be considered on "scheduled duty" if he/she receives notice of a schedule change at least twenty-four (24) hours before the scheduled change, and if that change lasts for a minimum of two (2) working days.
- B. Employees on a regular compressed work schedule of less than five (5) days and more than eight (8) hours per day shall receive overtime for all hours worked over forty (40) hours in any one (1) week or any time worked on Saturday or Sunday. Time paid shall be considered as time worked. Employees assigned to continuous, seven (7)-day week, twenty-four (24)-hour day continuous operations who are assigned to work on Saturday or Sunday as part of the regular work schedule shall not be eligible for overtime as provided above.
- C. When an employee works less than one (1) full hour, the employee's overtime will be prorated to the nearest quarter hour.

SECTION 2

It is the intent of the parties to compensate employees for the inconvenience of being called to work if an interval of over thirty (30) minutes has elapsed since the employee completed the previous shift or assignment and left the City premises. It is not the intent to compensate employees with call-in-pay when the work assignment is a continuation of a regular shift or another call-in.

- A. An employee called in for unscheduled duty for other than the regular shift shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employees regular hourly rate.

- B.** Employees regularly assigned to day shift work (7:00 a.m. to 3:00 p.m.) shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times his/her regular pay for unscheduled duty between the hours of 11:01 p.m. and the regularly assigned shift starting time for that day. When called for unscheduled duty after 11:01 p.m. and required to work continuously in excess of four (4) hours, compensation shall be determined as follows:

First four (4) hours - one and one-half (1-1/2) regular pay.

Next four (4) hours - straight or regular pay.

All hours in excess - one and one-half (1-1/2) regular pay above eight (8) hours.

When an employee is notified to stand by for emergency duty, he/she shall receive one (1) hour pay for each twenty-four (24)-period of standby.

ARTICLE VIII HOLIDAYS

SECTION 1

For purposes of this Agreement, the following shall be considered as holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve (December 24), Christmas Day, New Year's Eve Day (December 31), Presidential Election Day.

An employee's birthday shall also be considered as a holiday, provided he/she has been employed by the City for twelve (12) or more months.

Whenever a holiday falls on Saturday or Sunday, the City shall designate the celebration date as either the preceding Friday or the succeeding Monday. Except for employees on a seven (7)-day, twenty-four (24)-hour operation schedule, if the celebration date of a holiday falls on an employee's regular day off such employee shall receive another day off.

SECTION 2

Employees covered by this Agreement who meet the eligibility requirements set forth shall be compensated for such holidays based on eight (8)-hours pay at the employee's regular hourly rate.

SECTION 3

To be eligible for holiday pay, an employee must work full time.

SECTION 4

If employees covered by this Agreement work on any aforementioned holiday, he/she shall be compensated for the hours worked at two (2) times the regular rate plus holiday pay.

SECTION 5

When an employee is regularly scheduled or agrees to work on any of the designated holidays or the day observed in lieu thereof and does not work as agreed, he/she shall not receive pay for such holiday.

ARTICLE IX
VACATIONS

- A. One (1) through seven (7) years of service - an employee will be advanced, on their anniversary date, ten (10) working days vacation at regular straight time rate.
- B. Eight (8) through eleven (11) years of service - an employee will be advanced, on their anniversary date, fifteen (15) working days vacation at regular straight time rate.
- C. Twelve (12) through nineteen (19) years of service - an employee will be advanced, on their anniversary date, twenty (20) working days vacation at regular straight time rate.
- D. Twenty (20) through twenty-four (24) years of service - an employee will be advanced, on their anniversary date, twenty-five (25) working days vacation at regular straight time rate.
- E. Twenty-five (25) years or more of service - an employee will be advanced, on their anniversary date, thirty (30) working days vacation at regular straight time rate.
- F. In the event of separation from service, work periods of less than a full year for earning vacation shall be pro-rated.
- G. Vacation leave shall not be taken in advance unless approved by the Department Head and the Assistant City Manager. Requests for vacation shall be made as well as answered within a reasonable length of time.
- H. Upon date of hire, employees shall be advanced ten (10) working days vacation at regular straight time rate, but in no event shall vacations be taken until six (6) months of employment have been completed.

- I. Official holidays occurring during a vacation may be added to the vacation period.
- J. All vacation must be taken within one (1) year of the date earned or they shall expire, unless an exception is approved in writing by the Department Head and Assistant City Manager. Vacation may be taken any time during the year.
- K. Those employees entitled to twenty (20), twenty-five (25), or thirty (30) days vacation may receive five (5) days pay in lieu of the last week of vacation, if so requested.
- L. Upon separation from the service, an employee shall be paid for vacation time accumulated. In the event of death, the employee's dependents (if designated) or estate (if not designated shall be paid his/her vacation pay.

ARTICLE X
SICK LEAVE

- A. All employees shall be entitled to sick leave with pay based on one (1) day per month.
- B. Employees hired by the City prior to July 1, 1980, may accumulate sick leave to a total of one-hundred seventy (170) days. Seventy-five (75%) percent of the accumulated sick leave shall be paid the employees upon retirement. Upon death, such payments shall be made to his/her designated dependents, or his/her estate, if not designated. Any such pay shall be added to the employee's final average compensation for purposes of computing retirement benefits for employees hired before July 1, 1980.
- C. Any employee who was hired by the City and became a member of this Bargaining Unit after July 1, 1980, may accumulate a total of one hundred (100) sick leave days. Fifty (50%) percent of the accumulated sick leave shall be paid employees hired after July 1, 1980, upon retirement. Upon death such payments shall be made to his/her designated dependents or, if not designated, to his/her estate. Any such sick leave pay shall not be added to the employee's final average compensation for purposes of computing retirement benefits for employees hired by the City and becoming members of this Bargaining Unit after July 1, 1980.
- D. An employee who reports for work and leaves because of sickness during tour of duty shall be charged pro-rated sick time for the portion of tour of duty which was not completed.
- E. Serious illness of spouse or child shall warrant use of sick leave by the employee after arrangements have been made with the immediate Supervisor.
- F. On a monthly basis the City will notify employees of the number of sick days remaining in their sick leave accumulation.

- G. Management reserves the right to demand medical verification of any questionable use of sick leave.

ARTICLE XI
PERSONAL HOLIDAY

Any employee who uses less than eight (8) hours sick leave during the contract year shall be eligible for one (1) personal holiday during the next contract year. Eligible employees may take such leave in accordance with the procedures for taking earned personal business time, as provided under Article XIII. Eligible employees may elect, in lieu of taking time off, to be compensated for one personal holiday day at the rate the personal holiday day was earned. Such payment shall be requested during the month of July for leave earned the previous contract year. Personal holidays are not cumulative from one contract year to the next.

ARTICLE XII
FUNERAL LEAVE

- A. In the event of a death in the immediate family of the employee, he/she shall be entitled to use a maximum of the next four (4) work days, not to be charged to sick leave, to arrange for or attend the funeral and burial. The immediate family shall be deemed to be: spouse, child, mother, father, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild. Additional days may be obtained for extenuating circumstances by permission of the Assistant City Manager.
- B. An employee shall be entitled to one (1) calendar day, not to be credited against accumulated sick leave, to arrange for and attend the funeral or burial of aunt, uncle, niece, or nephew.

ARTICLE XIII
PERSONAL BUSINESS LEAVE

Each member of the Bargaining Unit may be granted up to one (1) scheduled work day off per year with pay at the appropriate straight-time rate for personal business. This time off with pay will not be deducted from accumulated leave (example: sick leave, compensatory time, vacation time), and must be requested with reasonable notice.

- A. Personal business days may be used for necessary and pressing business which cannot be conducted at other than the employee's working hours.

- B. A request shall be filed no later than twenty-four (24) hours prior to the expected absence. Approval of such personal business leave shall be necessary prior to absence. Deviation from this procedure shall be permitted if an acceptable emergency exists.
- C. Personal business days are not intended to permit absence for the pursuit of recreational activities, social functions, seeking new employment, or the pursuit of outside employment.

ARTICLE XIV
SENIORITY

- A. New employees hired in the Unit shall be considered as probationary employees for the first six (6) months of employment. When an employee completes the probationary period, he/she shall be entered on the seniority list of the Bargaining Unit. There shall be no seniority among probationary employees.
- 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 Article I of this Agreement, except discharges and disciplined employees for other than Union activity.
- C. Seniority shall be calculated on a departmental basis and shall be employee's date of entry in his/her last assigned department.
- D. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- E. The seniority list on the date of this Agreement will show the names, job titles, and date of hire of all employees of the unit entitled to seniority.
- F. The employer will provide the Union with a seniority list ninety (90) days following the signing of this Agreement and will use reasonable efforts to keep said list up to date.
- G. An employee shall lose seniority for the following reasons only:
 - 1. He/she quits.
 - 2. He/she is discharged which is not reversed through the procedure set forth in this Agreement.
 - 3. He/she fails to report for work within five (5) days after date of mailing of written notification to return to work, mailed to the employee's last known address, or seventy-two (72) hours after the date of termination of a leave-of

absence, unless such time is extended by the Employer. In proper cases, exceptions may be made.

4. Retirement.

ARTICLE XV
LAYOFFS

SECTION 1 - Definition

The word "layoff" means a reduction in the number of employees in the Unit, except through attrition.

Whenever it becomes necessary to reduce the number of employees, the City will give the Union an opportunity to meet before the layoff to discuss the reasons and determine possible ways or means of avoiding the layoffs or lessening the effect on employees involved.

SECTION 2

If a layoff becomes necessary, employees shall be laid off or recalled according to seniority within the Bargaining Unit and ability to perform the work in their classification. The following general rules shall apply:

- A. Probationary employees shall be laid off first in each affected classification.
- B. The principles of straight seniority within job classifications shall be observed, and the length of service shall govern within such classification.
- C. An employee who has received a layoff notice may bump down to a lesser-paying classification within the Bargaining Unit that is available for which his/her qualifications are undisputed; provided, the employee has greater seniority within the Bargaining Unit than other employees in the Classification. When an employee wishes to bump, he/she must so inform the Employer no later than three (3) work days after receiving a layoff notice.

SECTION 3

Employees to be laid off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than seven (7) calendar days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

SECTION 4 - Recall

When the working force is increased after a layoff, employees shall be recalled in the inverse order of layoff and shall be subject to the same conditions of layoff. The following general rules shall apply:

- A. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report for work within ten (10) calendar days of mailing said Notice of Recall, he/she shall be considered to quit.
- B. In the event a recall is necessary on less than ten (10) calendar days notice, the employee may call upon the laid-off employee(s) personally or by telephone, until an employee is located who is able to return to work immediately. That employee will be given a temporary assignment not to exceed ten (10) days or until the employee(s) passed over (because of inability to return to work immediately) return to work within the prescribed time limits.
- C. The Employer is not obligated to take back persons who, during layoff, have been incapacitated during employment elsewhere and are unable to perform all duties of the position to which he/she is being recalled.

ARTICLE XVI **TRANSFER OF EMPLOYEE**

- A. Transfer from one classification to another, other than promotions, within the same department resulting from a vacancy of a newly created position shall be based on seniority. In such cases, all vacancies and newly created positions shall be posted in an appropriate place at least seven (7) calendar days prior to the filling of such vacancy or newly created position.
- B. Because of the wide variety of tasks required to be performed by employees in the Bargaining Unit and outside the Bargaining Unit, the Employer shall have the right to make temporary transfer of employees to enable the working force to be used in the most efficient manner.
- C. If an employee is transferred to a position outside the Bargaining Unit and is thereafter returned to the Bargaining Unit, his/her seniority in the Unit shall be treated as if no such transfer had occurred.
- D. Any employee temporarily assigned to a higher job classification for a period of three (3) or more working days shall be paid back to the first day at the rate of the higher classification as long as he/she continues to work in such higher classification. All overtime shall be paid at the employees regular rate of pay during this time period.

ARTICLE XVII
JOB PROMOTIONS, NEW POSITIONS

SECTION 1

The Employer encourages bargaining Unit employees to apply for upgrading within the Bargaining Unit.

If a new permanent position is created within the bargaining Unit, or a vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the open job will be posted for a period of five (5) working days. The job posting will include minimum qualifications. Non-probationary employees who desire such open job(s) may submit bids to the Personnel Office in writing within the posting period.

SECTION 2

The Employer agrees the employee possessing the highest qualifications for the classification being filled shall receive the promotion to the higher job classification. When qualification between employees eligible for the promotion are equal, in the opinion of the Employer, the person with the highest seniority shall receive the promotion or be appointed to the new position.

SECTION 3

Any employee promoted under this Article, or who accepts a new position created with the Bargaining Unit, shall be given a six (6)-month probationary period during which time he/she may decide to return to his/her former classification; or, the Employer may, during said probationary period, determine said employee does not possess the qualifications necessary for the position, in which the Employer shall notify the employee of his/her return to the prior classification, setting forth the reasons.

SECTION 4

Should the starting rate of the pay range for the upgraded or newly created position be lower than the seniority increment level of the employee's classification prior to upgrading or accepting the new position, the employee shall commence work at the seniority increment level in the upgraded or newly created position which reflects a salary increase.

SECTION 5

No job bid shall be considered other than from a lower-rated to a higher-rated classification.

SECTION 6

If there are no qualified bidders for any open and posted job, the Employer may fill the job at its discretion.

SECTION 7

Pending selection in accord with this Article, the Employer may fill a vacancy or new position with a temporary appointment.

SECTION 8

The procedure for filling a vacancy hereinbefore mentioned may be bypassed at the Employer's discretion for persons holding the following priority status and meeting the requirements for the position:

- A. Employees who, at their own or the Employer's discretion, terminate the new position before the six (6)-month probationary period required for promotion or acceptance of a newly created position shall have preference for any vacancy at their former or lower classification. This preference shall not extend beyond six (6) months after appointment to that upgraded or newly created position.
- B. Employees on leave drawing Worker's Compensation benefits for any position at the former or lower job classification, the duties of which they are able to perform; provided that, during absence, they did not become subject to layoff.
- C. Employees returning from an approved sick or disability leave of absence without pay; provided that, during absence, they did not become subject to layoff.

SECTION 9

The Employer and the Union recognize the promotion of employees or non-employees may be necessary for affirmative action purposes. When such circumstances arise, the Employer shall meet with the Union to discuss by-passing the promotional procedure contained hereinabove.

ARTICLE XVIII
TRAINING/EDUCATION ASSISTANCE PROGRAM

SECTION 1

The City recognizes the continuing need for employee training to assist current employees in taking advantage of promotional opportunities in the future, improve skills, and keep current with developments in the profession. Therefore, the City will offer training opportunities and

an educational assistance program as outlined below. Such training and educational opportunities shall be equally accessible to all members of the Bargaining Unit.

SECTION 2 - Required Training Programs

When any member of the Bargaining Unit is assigned to attend any training program, the employee shall be compensated at his/her regular rate of pay for actual time spent in training. The City will pay one hundred (100%) percent of all tuition, fees, and other direct costs of the program. Furthermore, the City shall reimburse the employee for reasonable travel expense and meal costs while attending.

SECTION 3 - Approved "In-service" Training Programs

The City, at its sole discretion, shall make available other training opportunities, including seminars and schools. The opportunities shall be posted, and all employees shall be eligible to apply to attend. In making selections, the City will give preference when there is a relationship between the training program and the employee's present job and to employees who have not previously attended.

The City will pay the total cost of tuition, fees, and books for such approved training programs. The employee shall, at the City's discretion, be granted compensatory time off or pay at his/her regular rate of pay to actual time in training. The City shall not be responsible for any other fees or expenses of the employee.

SECTION 4 - Education Assistance Program

The City make available financial assistance for education in accordance with the following provisions:

- A. Application for educational assistance may be made by any full-time permanent employee who has completed his/her designated probationary period.
- B. If the employee is eligible or receiving funds for the same course from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.), reimbursement under this Section shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement provided for under this Section.
- C. Application for assistance will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.

- E. Reimbursement for tuition shall be according to the following schedule:
- One Hundred (100%) percent for courses completed with "A", "B", or "C", or the numerical equivalent. There will be no reimbursement for courses completed with a grade less than "C".
- F. Reimbursement for non-graded courses will be compensated at one (100%) percent for courses completed.
- G. Reimbursement on required textbooks of courses completed with a "C", numerical equivalent, or better grade will be one hundred (100%) percent if textbooks are turned into the department.
- H. Employees must have prior approval before beginning the course(s) and submit documents showing final grade(s) received. The employee shall have completed a class when the term for which the school quotes the tuition fee concludes.
- I. Expenses such as student fees, lab fees, parking, mileage, etc., are not eligible for reimbursement.
- J. The employee is not eligible for compensation or compensatory time for attendance under this Section.

ARTICLE XIX INSURANCE

A. Life Insurance.

1. The City shall maintain life insurance in an amount equal to base yearly income rounded to the nearest thousand, not to exceed Twenty-Five Thousand (\$25,000.00) Dollars.
2. Each employee retiring with fifteen (15) or more years service shall be provided continuation of Five Thousand (\$5,000) Dollars Group Life Insurance.

SECTION 1. Medical and Hospital Insurance

- A. Each member of Bargaining Unit will be entitled to health insurance coverage. The insurance coverage options shall include Blue Cross or a Health Maintenance Organization Plan and shall be at the member's choice.
- B. Blue Cross/Blue Shield shall include the following riders:

Comprehensive Hospital, Semi-Private riders; D4, 5NM, IMB, F, SA MVF-1 riders, ML, OB, FC, SD-1; Master Medical BC BS '65 Opt. 2-5; \$2.00 co-pay prescription rider; D.C.C.R. rider and MSSO and Prevent Programs (Option to add or pay for coverage).

Each employee will select either the above Blue Cross coverage with the deductible DRI 275/550 rider or the PPO option or the PPO/POV option which increases the deductible for prescription drugs from \$2 to \$5.

- C. The City shall have sole discretion to determine the type of health insurance, the carrier and benefits for any employee hired on or after July 1, 1990. An employee hired by the City after July 1, 1990 shall not have the right to exercise any options regarding health insurance. However, employees who successfully bid into the bargaining unit will be allowed to maintain their existing health insurance plan provided they were working for the City prior to July 1, 1990. The term health insurance as used herein shall include, but not be limited to, optical, dental and/or any other insurance benefits relating to the treatment of any mental or physical infirmity of an employee. The health carriers can only be changed by the City once each calendar year without the employee's prior consent.

Coverage under this section shall be extended to widows/widowers, and any children under 18 years of age of an employee who dies as a result of a personal injury or disease arising solely and exclusively out of and in the performance of duty in the employ of the City. Such coverage shall terminate upon: remarriage or death of widow/widower; upon adoption, marriage, attainment of age 18 years, or death of any children, whichever first occurs.

- D. Employees covered by this agreement who elect not to take a health insurance plan will receive an annual sum of \$1,500 to be paid at the end of each calendar year that said employee elects not to have health insurance. This sum will be pro-rated on a monthly basis for any portion of a calendar year that an employee maintains health insurance. Thus, on a calendar year basis an employee will receive \$125 for each month that said employee does not use the City's health insurance plan. The total sum will be paid in December of each year.

If married members of the same family work for the City only one spouse will be entitled to any form of health insurance. In addition, neither spouse will be entitled to the annual \$1,500 option in lieu of health insurance as long as the married couples both work for the City of Mount Clemens. In addition, only one spouse will be entitled to any form of health insurance if both married members of the same family work for the City.

Any employee covered by this compensation option will not be allowed to resume health insurance with the City except during the open enrollment period or at some future time when his/her insurance coverage is terminated elsewhere, which will allow

the employee to resume coverage with the City the month following his/her completion of a health application and transfer form. Furthermore, only employees who have health insurance elsewhere will be eligible for this plan. The employee must show proof of health insurance elsewhere prior to qualifying for this plan and agree to sign the City's insurance waiver form.

The employee will not hold the City liable for any health insurance claims.

- E. It will be at the sole discretion of the employer to determine the type of health insurance that an employee is provided at the time of said employee's retirement from the City.

This provision only applies to employees hired after July 1, 1990. Employees hired by the City prior to July 1, 1990 will be allowed to choose the health insurance of their choice.

SECTION 2. Medical & Hospital Insurance for Retirees

- A. Current full-time employees retiring from the City shall share in their health care premiums according to the following schedule:

<u>Years of Service at Retirement</u>	<u>Employee share</u>	<u>City's Share</u>
10 years but under 15 years	75%	25%
15 years but under 20 years	50%	50%
20 years and over	-0-%	100%

- B. Employees hired after July 1, 1993 shall not be entitled to any form of health insurance at retirement, unless they have obtained 20 years or more of service at which time the City will pay 100% of their health insurance premiums.
- C. Upon retirement, the City shall furnish group coverage for eligible full-time retirees and spouses as identified in Section 1-B or a health maintenance organization option, or a sum of \$1,500 annually in lieu of health insurance coverage at the retiree's option. The conditions for compensation in lieu of health insurance coverage are defined in Section 1-D of this Article. The Blue Cross/Blue Shield option for eligible employee will not include the IMb and OB riders.
- D. Upon reaching age 65 the coverage above will automatically reduce to the Blue Cross/Blue Shield "65 Plan." If coverage is afforded by other employment, the above coverage will be suspended until the other coverage has ceased. Coverage will be extended only as long as the retiree or spouse is collecting a retirement income from the City of Mount Clemens.

- E. The term "spouse" means the person to whom a retiree was married at the time employment last terminated.

Dental Plan.

Each member of the Bargaining Unit shall be provided with dental coverage, procured and paid for by the City, equivalent to Delta 80/20 co-pay for Class I and Class II benefits.

ARTICLE XX
PENSION

Changes have been negotiated and agreed upon in the Mount Clemens Employees Retirement System which result in changes in language of said retirement system as follows:

Section 191

(13) "Final average compensation" means the average of the highest annual compensation received by a member during a period of three (3) consecutive years of his credited service contained within his ten (10) years of credited service immediately preceding the date his employment with the City last terminated. Effective July 1, 1978.

(23) "Voluntary retirement age" shall be age fifty-five (55) for a general member with ten (10) years of credited service.

Section 209. Retiree Pension Computation; Covered Members. (a)

(2) A pension which, when added to his annuity, will provide a straight line retirement allowance equal to the number of years, and fraction of a year, of his credited service multiplied by 2.0 percent of his final average compensation.

Section 210. Deferred Retirement Allowance (after 10 years service).

Should any member who has ten (10) or more years of credited service leave the employ of the City, for any reason except his retirement or his death, before he has satisfied the age and service requirements for retirement allowance provided in Section 209, exclusive of subsection (b), if he is a general member; or as provided in Section 209.1 if he is a policeman or fireman member; as the applicable section was in force at the time he left the employ of the City, his said retirement allowance shall begin the first day of the calendar month next following the date his application for same is filed with the Board on or after his attainment of voluntary retirement age. If he withdraws all or part of his accumulated contributions from the annuity savings fund, he shall forfeit all his rights in and to a deferred retirement allowance provided in this section. In no case shall he receive service credit for the period of his absence from City employment, except as otherwise provided in this article. Until the date his

retirement allowance is to begin, his accumulated contributions standing to his credit in the annuity savings fund shall be accumulated at regular interest. Effective July 1, 1978.

Section 220. Disability Retirement Pensions; Medical Examinations; Restoration to Service; Payment, Adjustments.

C. (Amend to add the following):

The amount of any disability retiree's disability retirement pension shall be reduced by any Worker's Compensation payments he or she receives and any disability Social Security benefits he or she receives. In the event the disability retiree's Worker's Compensation Claim is redeemed, for purposes of this Section, his or her Worker's Compensation period shall be computed as set forth in Section 191 (10.271), subparagraph 22 of the Charter.

Section 222. Annuity Savings Fund; Contributions.

A general member's contribution to the System shall be the sum of 1.0% of his annual compensation.

ARTICLE XXI
JOB-INCURRED INJURY

SECTION 1

It is agreed that any employee covered by this Agreement who is injured while working and subsequently subject to the provisions of the Worker's Compensation Act, shall be paid an amount of money by the City, in addition to the money he/she receives under the Worker's Compensation Act, totaling his/her normal weekly net take-home earnings, excluding overtime. This shall be from the first full day lost because of injury for the period of time he/she is unable to perform any work and is eligible and receives payments under the Worker's Compensation Act, not to exceed twenty-six (26) weeks.

SECTION 2

In the event he/she receives Worker's Compensation Benefits for a period of more than twenty-six (26) weeks, the employee may augment said benefits by drawing on accrued sick leave benefits to which that employee is entitled. Sick leave shall be deducted from his/her accumulated sick leave in proportion to the difference between Worker's Compensation benefits, and his/her net pay. The amount of sick leave credit, when combined with the Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

SECTION 3

The provisions of this Article concerning the City's obligation to supplement or augment benefits paid under the Worker's Compensation Act or the supplementation of Worker's Compensation benefits with sick leave benefits will only apply when: (a) the employee is under the exclusive care of physician provided by or approved by the Employer; (b) the employee is complying satisfactorily with the instructions of the physician; (c) the injury is determined to be compensatory under the Michigan Worker's Compensation Insurance Law; and, (d) the employee reported the injury to his/her Supervisor at the earliest opportunity after time of occurrence.

ARTICLE XXII LONGEVITY

In addition to the employee's regular salary, the employee shall receive longevity for continuous years of service with the City either within or without the Bargaining Unit as follows:

In case of death or retirement, longevity shall be prorated for that portion of the year completed.

5 years of service and over	\$ 350
10 years of service and over	700
15 years of service and over	1,100
20 years of service and over	1,400
25 years of service and over	1,700

ARTICLE XXIII MANAGEMENT RIGHTS

The City, on its behalf and on behalf of the electors within its boundaries, hereby retain and reserves to itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, as amended, and other general statutes delineating the rights, powers, and duties of cities, the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States of America; including, but not limiting the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the City, its properties, facilities, and activities of its employees.
- B. To hire employees and, subject to provisions of law, to determine qualifications and conditions for continued employment, dismissal, or demotion; and, to promote and transfer all such employees.

- C. To determine the hours of employment, the duties, responsibilities, and assignments of members of the Bargaining Unit with respect thereto and with respect to the administrative activities, terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. This is only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States of America.

ARTICLE XXIV
SHIFT DIFFERENTIAL

- A. Employees working between the hours of 7:00 a.m. and 3:00 p.m. will work at regular rate of pay. Employees working between the hours of 3:00 p.m. and 11:00 p.m. shall be entitled to shift differential bonus in the amount of Fifty (.50) Cent per hour. Employees working between the hours of 11:00 p.m. and 7:00 a.m. shall be entitled to shift differential bonus in the amount of One (\$1.00) Dollar per hour. Shift differential shall be added to the employee's appropriate hourly rate and shall not be included in calculating overtime rate.
- B. There will be no shift differential paid for overtime hours worked.
- C. Employees who, due to departmental assignment, are regularly scheduled to work hours not in strict conformance with those shifts indicated in paragraph A of this Article, particularly to certain divisions of the DPW having shift schedules between 7:00 a.m. and 3:30 p.m., or 8:00 a.m. and 5:00 p.m., are considered working normal daytime shift (paid at regular rate of pay) and not eligible for shift differential bonus.

ARTICLE XXV
WAGES

A. Salary ranges, to be paid pursuant to present personnel practices, are as follows:

Effective July 1, 1994 - June 1, 1995

CREW LEADERS

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,275.84	\$639.92	\$15.998
34,084.96	655.48	16.387
35,029.28	673.64	16.841

ASSISTANT CREW LEADER

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,038.24	\$616.12	\$15.403
32,824.48	631.24	15.781
33,702.24	648.12	16.203

CREW LEADER GARAGE

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$34,421.92	\$661.96	\$16.549
35,322.56	679.28	16.982
36,266.88	697.44	17.436

Effective July 1, 1995 - June 30, 1996

CREW LEADERS

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$34,274.24	\$659.12	\$16.478
35,108.32	675.16	16.879
36,081.76	693.88	17.347

ASSISTANT CREW LEADER

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,999.20	\$634.60	\$15.865
33,810.40	650.20	16.255
34,713.12	667.56	16.689

CREW LEADER GARAGE

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$35,455.68	\$681.84	\$17.046
36,383.36	699.68	17.492
37,354.72	718.36	17.959

Effective July 1, 1996 - June 30, 1997

CREW LEADERS

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$35,303.84	\$678.92	\$16.973
36,162.88	695.44	17.386
37,165.44	714.72	17.868

ASSISTANT CREW LEADER

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,989.28	\$653.64	\$16.341
34,825.44	669.72	16.743
35,755.20	687.60	17.190

CREW LEADER GARAGE

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$36,520.64	\$702.32	\$17.558
37,475.36	720.68	18.017
38,475.84	739.92	18.498

Effective July 1, 1997 - June 30, 1998

CREW LEADER

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$36,364.64	\$699.32	\$17.483
37,248.64	716.32	17.908
38,280.32	736.16	18.404

ASSISTANT CREW LEADER

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$35,010.56	\$673.28	\$16.832
35,871.68	689.84	17.246
36,828.48	708.24	17.706

CREW LEADER GARAGE

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$37,616.80	\$723.40	\$18.085
38,600.64	742.32	18.558
39,630.24	762.12	19.053

B. Pay Plan.

1. Those employees who obtain an A/F1 or S1 license shall receive Three Hundred (\$300.00) Dollars each fiscal year for such license.
2. Those employees who obtain a B/F2 or S2 license shall receive Two Hundred (\$200.00) Dollars each fiscal year for such license.

- C.** Employees shall be issued regular payroll checks each week upon completion of regularly assigned shifts on Friday. Employees assigned to the afternoon shift shall be eligible to receive payroll checks Thursday upon completion of shifts. Said checks shall not, under any circumstances, be issued prior to this time except upon authorization of the City Manager, or the Assistant City Manager.

ARTICLE XXVI
BULLETIN BOARD

The Union shall be provided with proper space for suitable bulletin boards for posting Union notices and other materials provided by the Union, for exclusive use of the Union. The Union shall be provided with a reasonable allocation of area for storage and maintenance of its records, files, and materials on the site or sites of the City offices.

ARTICLE XXVII
JURY DUTY

Any employee called to jury duty shall be paid the difference between regular wages jury duty payments (excluding mileage allowance). No such jury duty time shall not be charged against the employee's sick leave or vacation time.

ARTICLE XXVIII
LEAVE-OF-ABSENCE WITHOUT PAY

Leave-of-absence without pay may be granted for a period not to exceed one (1) year when the granting of such leave is in the mutual interest of the Union and the Employer. Such leave shall require the approval of the Department Head and the Assistant City Manager. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of such leave shall be cause for dismissal. An employee shall not accrue employee benefits while on such leave without pay.

ARTICLE XXIX
FAMILY MEDICAL LEAVE ACT

In the event an employee is taking a paid leave for any of the following purposes, the employee shall notify the City of the purpose for the leave prior to its commencement:

1. For the birth of a child or to care for such child.
2. For the placement of a child with the employee for adoption or foster care.
3. To care for the employee's seriously ill spouse, child or parent.
4. For a serious health condition that makes the employee unable to perform his or her job.

Any term in this section that is defined by the FMLA will have the same definition as the Act provides.

If an employee is entitled to use paid leave for the purpose he/she requests a FMLA leave, he/she may use it.

Paid leave taken for the above delineated purposes shall be applied against any FMLA leave the employee may be entitled to.

In the event there is a conflict between the FMLA and the collective bargaining agreement and the collective bargaining agreement cannot legally modify the FMLA requirement, the FMLA shall control and to that extent the collective bargaining agreement provision shall be considered void. All other provisions of the collective bargaining agreement shall remain in full force and effect.

ARTICLE XXX **RE-OPENING CLAUSE**

The parties hereto agree this contract may be re-opened for additional negotiation of any part thereof when both parties agree said re-opening is necessary.

ARTICLE XXXI **WAIVER CLAUSE**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, for the life of this Agreement, the City and the Union each voluntary and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement. This is binding even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time of negotiation or signing of this Agreement.

ARTICLE XXXII **MISCELLANEOUS ALLOWANCE**

- A. The members of the Bargaining Unit will continue to receive car allowances, protective equipment, and safety gear in accordance with past practice.
- B. Employees in this Bargaining Unit shall receive Three-Hundred and Fifty (\$350) Dollars a year clothing and shoe allowance. This annual allowance will be paid by July 10th of each year.

- C. New employees shall receive this allowance after completion of six (6) months, however, they will be required to wear safety shoes or be sent home.

ARTICLE XXXIII
DURATION

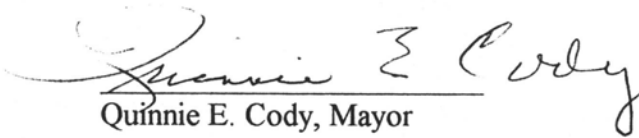
This Agreement shall be, and continue, in full force until June 30, 1998.

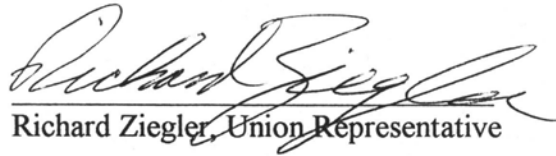
- A. If either party desires to terminate this Agreement, sixty (60) days prior to the termination date it shall give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if each party giving notice of termination withdraws the same prior to the 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.
- B. If either party desires to modify or changes this Agreement, sixty (60) days prior to the termination date or any subsequent termination date it shall give written notice of desire to change or terminate this Agreement.

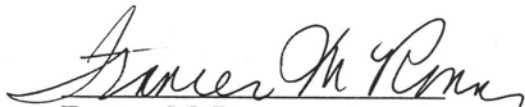
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives, the day and year first above written.

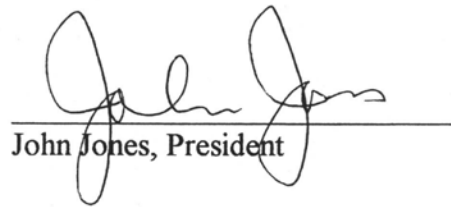
THE CITY OF MOUNT CLEMENS


**MOUNT CLEMENS SUPERVISORS
ASSOC. (CREW LEADERS)**


Quinnie E. Cody, Mayor


Richard Ziegler, Union Representative


Frances M. Rouns
City Manager


John Jones, President


Lauren A. Wood
Assistant City Manager


Michael McCourt, Steward

Date: 12-11-96