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6/30/98

Agreement Between
CITY OF MOUNT CLEMENS
and
MOUNT CLEMENS MUNICIPAL EMPLOYEES
ASSOCIATION
(DPW EMPLOYEES)

July 1, 1994 through June 30, 1998

Mount Clemens City of

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This Agreement entered into this 18th day of March, 1996, between the City of Mount Clemens, a Michigan Municipal corporation hereinafter referred to as "Employer" or "City", and Macomb Municipal Employees Association (MMEA), 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 the Macomb Municipal Employees Association (MMEA) 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 employees of the City of Mount Clemens excluding office clerical employees, Police Department employees, Fire Department employees, supervisory and professional employees. 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.

The City and Union will reopen this contract to negotiate those items which are in conflict with the J.T.P.A. rules and regulations regarding the seniority and layoff provisions and their application to federally funded employees.

ARTICLE II
UNION SECURITY CLAUSE

The Employer agrees that, as a condition of continued employment, all present employees covered by this Agreement shall either:

- A. Become and remain members in good standing of Macomb Municipal Employees Association; or,
- B. Contribute sums of money in amounts equal to those required to continue membership in good standing in the Union, when and as those amounts would normally be due to the Union if such employee were a member. The Employee shall provide the City and the Union with appropriate receipts evidencing such payment in the same intervals as payments of dues required of Union members to continue membership. This shall be done no later than either the thirty-first (31st) day following the beginning of employment or the thirty-first (31st) day following the effective date of this clause, whichever is later.

The Employer further agrees all future employees shall be required to either join the Union or pay to such Union sums equal to the amount of membership dues as their share of costs relating to representation of said non-members as a condition of continued employment.

The Employer shall furnish the Union with the names and addresses of persons hired after the effective date hereof within two (2) weeks following such employment.

Upon presentation to the Employer or proper authorization signed by employees, the Employer agrees to deduct from the pay of each such employee all dues of MMEA and pay such amount deducted to said Union for every employee from whom authorizations have been received.

Receipt of notification from the Union of an employee's failure to pay proper Union dues or to provide proof of payment of equivalent amounts will be cause for discharge; provided, however, the employee shall be given three (3) days written notice of such failure to pay dues or supply proof of such payments.

No employee shall be discharged for failure to belong to the Union as long as such employee has tendered, in full, all proper Union dues or made equivalent payments as set forth above.

The Union agrees to hold the City of Mount Clemens harmless from any and all claims which may result from a finding of any court, now or hereafter, that this Union Security Clause is invalid and unenforceable. In addition, the Union will protect the City of Mount Clemens and hold it harmless from any claim which may arise from individual members of the Bargaining Unit as a result of having deducted Union dues from their wages in accordance herewith. Judgments obtained hereunder shall be fully and completely paid by the Union.

ARTICLE III UNION ACTIVITIES

- A. Duly appointed representatives shall be allowed to attend not more than three (3) general meetings per year; notice of not less than seven (7) days must be given to the Department Head if the meeting is held during regularly assigned hours of work (not to begin before 3:30 p.m.).
- B. The Union shall be provided with proper space for suitable bulletin boards for posting Union notices and other materials to be provided by the Union, exclusively for the 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 City Offices.

ARTICLE IV 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 that 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. If any employee or the Union believes there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, a grievance may be filed with the parties designated in the procedures outlined below.

B. Step 1. Any employee with a grievance may first discuss the matter with the Department Head, accompanied by their Union representative, with the objective of resolving the matter informally.

Step 2. Within seven (7) work days of an incident which is to result in a grievance or the meeting in Step 1, whichever is first, 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 after the written grievance is received by the Department Head. The Department Head or his/her representative will answer the grievance in writing within seven (7) working days of receipt of the written grievance.

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. Failing to resolve the grievance in Step 3, mediation will take place. In the event that mediation does not resolve the issue Step 5 of the grievance procedure may be invoked by the union. It is understood by both parties that mediation is not binding.

Step 5. In the event the grievance remains unresolved after completion of Step 4 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 the consent of the Union.

The party desiring to arbitrate shall, within sixty (60) calendar days after the written disposition by the Assistant City Manager under Step 4 of the grievance procedure, file a demand for arbitration with the American Arbitration Association. In accordance with the applicable rules and regulations of the American Arbitration Association, a copy of such demand shall be sent to the opposite party. If not submitted to the American Arbitration Association within such time limits, 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, his/her 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 members, 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 the appropriate representative of the Union shall note the time and day when the written grievance complaint is received by him/her. If a dispute shall arise as to the date on which said appeal was taken, such notation shall be conclusive evidence of the date of its receipt.
- D. Union failure to file a grievance within seven (7) 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 this 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 signing this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to signing.
- I. Excluded from arbitration are disputes, complaints, or controversies 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 will be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. All fees of the American Arbitration Association for filing and processing the arbitration case shall be borne by the party invoking arbitration.

In the event an arbitrator is selected, a hearing date scheduled and agreed upon by both parties, and either party subsequently cancels or postpones such hearing, the cancelling party shall pay any costs assessed by the arbitrator.

Neither party, by their 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, and 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 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 V
NO-STRIKE CLAUSE

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a strike, slowdown, or any concerted effort to diminish the quality or quantity of work performed by the members of the Bargaining Unit. The Union will take appropriate action to prevent the continuance of any such concerted effort on the part of members of the Bargaining Unit. As 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 the employees covered by this Agreement.

ARTICLE VI
EMPLOYEE DISCHARGE AND DISCIPLINE

Regular employees shall be discharged or disciplined only 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 or probationary employees (those with six (6) months service or less) shall not be subject to the grievance or arbitration procedures.

ARTICLE VII
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 four (4)-day work week of ten (10) hours per day. The Employer will not implement this or any other schedule without prior notification to the Union. The Union shall have an opportunity to meet to discuss the schedule. Employees assigned to a work week of less than five (5) days in the regular work schedule shall not include Saturday or Sunday. Before this or any other compressed work schedule is implemented, there will be a mutual agreement of the parties.

SECTION 2

Employees covered hereunder will be granted a thirty (30)-minute meal break during an eight hour (8)-hour shift. Employees assigned as Wastewater Treatment Plant or Water Plant Operators shall remain on duty and be paid during the meal break. Employees assigned as Code Enforcement Officers shall remain on duty and be paid during their thirty (30)-minute meal break.

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. Relief time will be scheduled at times most beneficial to the employee and the City, either two (2) fifteen (15)-minute breaks or one (1) thirty (30)-minute break.

SECTION 4

The City shall provide fifteen (15)-minutes immediately prior to the end of the shift for an opportunity, as required, to clean-up. The fifteen (15)-minute clean-up period applies only to the end of a shift, not to the beginning of rest periods of lunch periods.

SECTION 5

Wastewater Treatment Plant and Water Plant Operators assigned to the maintenance shift not on a rotating shift shall be notified not less than two (2) weeks in advance of assignment to a regular operations shift. Such assignment shall not be for a period of less than three (3) days.

ARTICLE VIII OVERTIME

- A. An employee required to work more than forty (40)-hours in any one week, or eight (8)-hours in any one day, or to work on a scheduled day off, shall be paid on the basis of one and one-half (1-1/2) times such employee's regular hourly rate for those hours worked overtime.
- 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 the regular compressed work day or 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 assigned to work on Saturday or Sunday as part of the regular work schedule shall not be eligible for overtime as provided above.
- C. CALL BACK
 - 1. An employee, except Public Housing employees, called in for unscheduled duty for other than the regular eight (8)-hour shift shall receive a minimum of two (2)-hours pay at one and one-half (1-1/2) times the regular hourly rate.

2. Public Housing employees called in for unscheduled duty for other than their regular shift shall be paid for the actual amount of time spent in performance of work but not less than one (1) hour at one and one-half (1-1/2) times the regular hourly rate. This shall be in addition to the standby pay provided hereunder in this Article.
 3. 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 regular 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 at one and one-half (1-1/2) regular pay.
 - Next four (4) hours at straight or regular pay.
 - All hours in excess of eight (8) - at one and one-half (1-1/2) times regular pay.
 4. The employee shall be considered on "scheduled duty" if he/she receives notice of a schedule change, by noon of the day preceding the schedule change, and if that change lasts for a minimum of three (3) working days.
- D.** When an employee is notified to stand by for emergency duty, he/she shall receive one (1) hour's pay for each twenty-four (24) hour period of standby.
- E.** At the employee's option, he/she may select equivalent compensatory time off for overtime instead of cash. There shall be a maximum accumulation of 200 hours of compensatory time, except for those employees who had accumulated over this amount as of July 1, 1983. Their accumulated compensatory time will be frozen at that level. This limit on accumulated compensatory time applies to all compensatory time earned.
- F.** When an employee works less than one (1) full hour, the employee shall be paid on a prorated basis to the nearest quarter hour at the overtime rate.
- G.** Employees shall only be paid for compensatory time earned and accumulated subsequent to one (1) year prior to the time he/she last terminates employment with the City.

ARTICLE IX HOLIDAYS

The following calendar days, or those calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement.

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 Day (December 24), Christmas Day, New Year's Eve Day (December 31), and Employee's Birthday.

Every employee covered by this Agreement shall be paid his/her regular rate of pay for each of said holidays.

Those employees on a seven (7)-day, twenty-four (24)-hour operation shall receive regular pay plus eight (8)-hours of compensatory time for such day worked, as well as the above-mentioned holiday pay.

Any other employee required to work overtime on any of the above-recognized holidays shall be paid twice his/her regular hourly rate.

ARTICLE X VACATIONS

- A. After the employee's anniversary date, he/she shall be entitled to ten (10) work days vacation at regular straight-time rate.
- B. Employees who have completed seven (7) years of service shall be entitled to fifteen (15) work days vacation.
- C. Employees who have completed twelve (12) years of service shall be entitled to twenty (20) work days vacation.
- D. Employees who have completed twenty (20) years of service shall be entitled to twenty-five (25) work days vacation.
- E. Only employees who were hired before July 1, 1983 and who have completed twenty-five (25) years of service shall be entitled to thirty (30) work days of vacation.
- F. In the event of separation from service, work periods of less than a full year of earning vacation shall be prorated.
- G. Vacation leave shall not to 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. In no event shall vacation 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 at any time during the year.
- K. Those employees entitled to vacation time in excess of two weeks may take only those weeks over and above the two weeks vacation time in pay, if so requested.
- L. Upon separation from service, an employee shall be paid for vacation time accumulated subsequent to one (1) year prior to the time he/she last terminates employment with the

City. In the event of death, the employee's dependents (if designated) or estate (if not designated) shall be paid his/her vacation pay.

ARTICLE XI
SICK LEAVE

- A. All full-time employees shall be entitled to sick leave with pay based on one (1) day per month.
- B. Employees hired 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 employee upon retirement. Upon death, such payments shall be made to his/her designated dependents or to 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 hired after July 1, 1980, may accumulate a total of one hundred (100) sick leave days. Upon retirement, fifty (50%) percent of the accumulated sick leave shall be paid employees hires after July 1, 1980. 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 after July 1, 1980.
- D. An employee who reports for work and leaves because of sickness during tour 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.

ARTICLE XII
PERSONAL HOLIDAY

Any employee who does not use any sick leave during the contract year (July 1 - June 30) 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 XIV. Eligible employees may elect, in lieu to taking time off, to be compensated for the personal holiday at the rate the personal holiday was earned. Such payments 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 XIII
FUNERAL LEAVE

- A. In the event of death in the immediate family of the employee, he/she shall be entitled to use the next four (4) calendar 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 and charged to accumulated personal business or vacation leave for extenuating circumstances by permission of the Department Head.

- B. In the event of death of an employee's brother-in-law, sister-in-law, or grandparent-in-law, he/she shall be entitled to use the next two (2) calendar days, not to be charged to sick leave, to arrange for or attend the funeral and burial. Additional days may be obtained and charged to accumulated personal business or vacation leave for extenuating circumstances by permission of the Department Head.
- C. 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, nephew. Additional days may be obtained and charged to accumulate personal business or vacation leave for extenuating circumstances by permission of the Department Head.

ARTICLE XIV PERSONAL BUSINESS LEAVE

Effective July 1, 1987, each member of the Bargaining Unit may be granted up to one (1) scheduled work day off per contract (July 1 - June 30) 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 the 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 XV 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 according to their original date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purposes 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 bargaining unit basis and shall be employee's date of entry into City's employment.
- D. Seniority shall not be affected by the race, sex, marital status, age, religion, 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 during July and January of each year and will attempt to keep the list up to date at all times.
- G. An employee shall lose seniority for the following reasons only:
 - 1. Termination.
 - 2. Discharge which is not reversed through the procedure set forth in this Agreement.
 - 3. Retirement.
 - 4. Failure to report to work within the time limits specified in the recall provisions of this Agreement.
 - 5. Failure to report to work 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.
 - 6. Absence without authorization for more than three (3) consecutive work days without notifying the Supervisor or the Personnel Department. After such absence, the Employer will send written notification to the employee at his/her last known address when his/her employment was terminated. Such notification shall be marked certified return receipt requested.

ARTICLE XVI
LAYOFFS

- A. The word "layoff" means a reduction in the number of employees in the unit. 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 of avoiding the layoffs or lessening the effect on employees involved.
- B. If a layoff becomes necessary, the following procedure will be mandatory: the principle of straight seniority within bargaining unit shall be observed. An employee may bump down to previously held classifications, or to lesser classifications for which his/her qualifications are undisputed.
- C. If a layoff becomes necessary, employees shall be laid off or recalled according to seniority within the Bargaining Unit in the following order:

1. Temporary employees, excluding co-op students in the bargaining unit.
 2. Regular part-time employees in the bargaining unit.
 3. Probationary employees in the bargaining unit.
 4. Regular full-time employees in the bargaining unit.
- D. 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 fourteen (14) days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

E. Recall

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

1. Notice of recall shall be sent to the employee with a copy to the Union at his/her last known address by certified mail with return receipt requested. If an employee fails to report for work within seven (7) calendar days of delivery or attempted delivery of said Notice of Recall, he/she shall be considered to quit.
2. In the event a recall is necessary on less than seven (7) calendar days notice, the employer 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. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days or until the employee(s) passed over (because of their inability to return to work immediately) returns to work within the prescribed time limits.
3. If any employee is laid off for a period of over two (2) years, any right to recall shall be deemed to have expired.
4. The Employer is not obligated to take back persons who, during layoff, have been permanently incapacitated during employment elsewhere and are unable to perform all duties of the position to which he/she would be recalled.

ARTICLE XVII
TRANSFER OF EMPLOYEE

- A. Transfer from one classification to another, other than promotions and within the same department resulting from a vacancy and newly created positions, 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 filing such vacancy or newly created position.

- B.
- 1) Because of the wide variety of tasks to be performed by employees in the Bargaining Unit and outside the Bargaining Unit, the Employer shall have the right to make temporary transfers of employees from their regular position to another position. Such transfers shall not exceed sixty (60) calendar days.
 - 2) Such transfers shall be in accordance with the procedure contained hereunder unless an employee volunteers for the transfer.
 - 3) The Employer will select the employee who has the least seniority within the Department who is beginning the shift.
 - 4) When it is necessary to make temporary transfers during the remainder of the shift, the Employer will select the employee with the least seniority who is immediately available within the department, unless an employee volunteers for the temporary transfers.
- C. Any employee temporarily assigned to a higher job classification for a period in excess of two (2) days shall thereafter be paid at the rate of the higher classification as long as he/she continues to work in such higher classification. Such assignments to a higher classification of two (2) or more days will be filled by the employee with the most departmental seniority if such employee is properly qualified to perform all the duties and maintain satisfactory performance standards in the temporary opening.
- D. 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.

ARTICLE XVIII
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 seven (7) working days. The job posting will include minimum qualifications. Non-probationary employees who desire such open job(s) may submit their 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 qualifications 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 trial period during which time he/she may decide to return to his/her former classification. The Employer may, during the trial period, determine said employee does not possess the qualifications necessary for the position, in which event the Employer shall notify the employee of his/her return to the prior position, provided that position has not been eliminated, setting forth the reasons. If the Employer has eliminated the position, the employee shall be returned to a position in a classification of an equal compensatory level.

SECTION 4

Should the starting rate of pay for the upgraded or newly created positions 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

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

SECTION 6

Pending selection in accordance with this Article, the Employer may fill a vacancy or new position with a temporary appointment with a qualified member of the Bargaining Unit for not more than sixty (60) calendar days.

SECTION 7

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, revert back before the six-month trial 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 months after appointment to that upgraded or newly created position.
- B. Employees on leave drawing Worker's Compensation benefits for any position at their 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.

SECTION 8

The City will advance any employee to Mechanic II level who successfully completes the State of Michigan's Mechanic Certification Requirements for Automobile and Light Truck Repair, Diesel Engine Repair of Heavy Duty Trucks, and who demonstrates ability to perform general automobile and truck repair welding, not including major fabrication work.

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 Thousand (\$20,000) Dollars. All non-probationary full-time employees shall be eligible for this coverage.
2. Each employee retiring shall be provided continuation of Five Thousand (\$5,000) Dollars Group Life Insurance.

B. Medical and Hospital Insurance

1. 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.
2. 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 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.

3. 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. 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.
4. 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.

5. 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.

C. Medical & Hospital Insurance for Retirees

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.

Employees hired after July 1, 1995, 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. Disability retirement remains as is.

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.

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

D. Dental Plan

Each member of the Bargaining Unit shall be provided with dental coverage, procured and paid for by the City, comparable to the existing 80/20 co-pay plan for Class I and Class II benefits. When an employee becomes eligible for retirement, said retiree may elect to continue participating in the dental plan. The retiree will have the existing premium rate deducted from their monthly retirement check.

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 compensations 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/her employment with the City last terminated." Effective July 1, 1978.

(23) "Voluntary retirement age" shall be 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/her annuity, will provide a straight line retirement allowance equal to the number of years, and fraction of a year, of his/her credited service multiplied by 2.0 percent of his/her 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/her retirement or his/her death, before he has satisfied the age and service requirements for retirement allowance as 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/her said retirement allowance shall begin the first day of the calendar month next following the date his/her application for same is filed with the Board on or after his/her attainment of his/her voluntary retirement age. If he withdraws all or part of his/her accumulated contributions from the annuity savings fund, he shall forfeit all his/her 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/her absence from City employment, except as otherwise provided in this article. Until the date his/her retirement allowance is to begin, his/her accumulated contributions standing to his/her 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; Payments, Adjustments

C. (Amend to add the following):

The amount of any 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/her 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 is subsequently subject to the provision 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. Payment shall total the difference between the Worker's Compensation benefits and his/her normal weekly net take-home earnings, excluding overtime, from the first full day lost because of injury for the period of time he/she is unable to 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 greater than twenty-six (26) weeks, the employee may augment benefits by drawing on accrued sick leave benefits to which he/she is entitled. 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 employee'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 a physician provided by or approved by the Employer; (b) the employee is complying satisfactorily with the instructions of the physician; and, (c) the injury is determined to be compensable under the Michigan Worker's Compensation Insurance Law.

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, based on the following schedule:

5 years of service and over	\$ 350.00
10 years of service and over	700.00
15 years of service and over	1,100.00
20 years of service and over	1,400.00
25 years of service and over	1,700.00

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

ARTICLE XXIII
MANAGEMENT RIGHTS

The City, on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves unto 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 United States of America.

ARTICLE XXIV
SHIFT DIFFERENTIAL

- A. All employees working between the hours of 7:00 a.m. and 3:00 p.m. will work at regular rate of pay. All employees working between the hours of 3:00 p.m. and 11:00 p.m. shall be entitled to shift differential pay in the amount of five (5%) percent of regular pay. All employees working between the hours of 11:00 p.m. and 7:00 a.m. shall be entitled to shift differential pay in the amount of ten (10%) percent of regular pay. No employee will be entitled to shift differential for any overtime hours worked. However, employees who work in the Wastewater Treatment and Water Filtration Plant will receive shift differential for overtime hours worked, but not at time and a half compensation rate.

ARTICLE XXV
WAGES

Salary ranges to be paid pursuant to present personnel practices.

Pay Plan

1. Those employees in the Sewage and Water Plants who obtain an A/F1 license shall receive \$300 each fiscal year for such license.
2. Those employees in the Sewage and Water Plants who obtain a B/F2 license shall receive \$200 each fiscal year for such license.
3. Those employees in the Department of Public Works who obtain S1 license shall receive \$300 each fiscal year. Those employees in the DPW who obtain an S2 license shall receive \$200 each fiscal year.

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, Assistant City Manager, or the Finance Director.

MACOMB MUNICIPAL EMPLOYEES ASSOC.

Maintenance Worker

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$29,030.56	\$558.28	\$13.957
29,350.88	564.44	14.111
29,652.48	570.24	14.256
29,993.60	576.80	14.420
30,359.68	583.84	14.596

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$29,902.08	\$575.04	\$14.376
30,232.80	581.40	14.535
30,542.72	587.36	14.684
30,894.24	594.12	14.853
31,270.72	601.36	15.034

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$30,800.64	\$592.32	\$14.808
31,139.68	598.84	14.971
31,460.00	605.00	15.125
31,821.92	611.96	15.299
32,208.80	619.40	15.485

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$31,726.24	\$610.12	\$15.253
32,075.68	616.84	15.421
32,404.32	623.16	15.579
32,776.64	630.32	15.758
33,176.00	638.00	15.950

Park/Forestry Specialist & Maintenance Worker
Code Enforcement Officer I
Engineering Aide
Drafter
Mechanic I
Water Meter Worker I
Wastewater Treatment Plant Operator or Lab Technician
Water Plant Maintenance Mechanic
Water Plant Operator

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$29,993.60	\$576.80	\$14.420
30,359.68	583.84	14.596
30,680.00	590.00	14.750
31,064.80	597.40	14.935
31,408.00	604.00	15.100

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$30,894.24	\$594.12	\$14.853
31,270.72	601.36	15.034
31,601.44	607.72	15.193
31,996.64	615.32	15.383
32,350.24	622.12	15.553

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$31,821.92	\$611.96	\$15.299
32,208.80	619.40	15.485
32,549.92	625.96	15.649
32,957.60	633.80	15.845
33,321.60	640.80	16.020

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,776.64	\$630.32	\$15.758
33,176.00	638.00	15.950
33,527.52	644.76	16.119
33,947.68	652.84	16.321
34,322.08	660.04	16.501

Water Meter Worker II
Public Housing Maintenance Worker
Traffic Control Technician
Chief Water Filtration Plant Operator
Chief Wastewater Treatment Plant Operator
Code Enforcement Officer II

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$30,680.00	\$590.00	\$14.750
31,064.80	597.40	14.935
31,408.00	604.00	15.100
31,794.88	611.44	15.286
32,200.48	619.24	15.481

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$31,601.44	\$607.72	\$15.193
31,996.64	615.32	15.383
32,350.24	622.12	15.553
32,749.60	629.80	15.745
33,167.68	637.84	15.946

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,549.92	\$625.96	\$15.649
32,957.60	633.80	15.845
33,321.60	640.80	16.020
33,733.40	648.72	16.218
34,164.00	657.00	16.425

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,527.52	\$644.76	\$16.119
33,947.68	652.84	16.321
34,322.08	660.04	16.501
34,746.40	668.20	16.705
35,189.44	676.72	16.918

Mechanic II

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,822.40	\$631.20	\$15.780
33,186.40	638.20	15.955
33,573.28	645.64	16.141
33,937.28	652.64	16.316
34,322.08	660.04	16.501

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,808.32	\$650.16	\$16.254
34,182.72	657.36	16.434
34,582.08	665.04	16.626
34,956.48	672.24	16.806
35,351.68	679.84	16.996

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$34,823.36	\$669.68	\$16.742
35,208.16	677.08	16.927
35,620.00	685.00	17.125
36,006.88	692.44	17.311
36,412.48	700.24	17.506

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$35,869.60	\$689.80	\$17.245
36,264.80	697.40	17.435
36,689.12	705.56	17.639
37,088.48	713.24	17.831
37,506.56	721.28	18.032

Building Custodian

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$24,916.32	\$479.16	\$11.979
25,153.44	483.72	12.093
25,409.28	488.64	12.216
25,667.20	493.60	12.340
25,902.24	498.12	12.453

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$25,665.12	\$493.56	\$12.339
25,908.48	498.24	12.456
26,172.64	503.32	12.583
26,438.88	508.44	12.711
26,680.16	513.08	12.827

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$26,436.80	\$508.40	\$12.710
26,686.40	513.20	12.830
26,958.88	518.44	12.961
27,233.44	523.72	13.093
27,480.96	528.48	13.212

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$27,231.36	\$523.68	\$13.092
27,487.20	528.60	13.215
27,768.00	534.00	13.350
28,050.88	539.44	13.486
28,306.72	544.36	13.609

Building Custodian II

Effective February 26, 1996 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$27,892.80	\$536.40	\$13.41
28,163.20	541.60	13.54
28,433.60	546.80	13.67
28,704.00	552.00	13.80
28,974.40	557.20	13.93

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$28,731.04	\$552.52	\$13.813
29,009.76	557.88	13.947
29,288.48	563.24	14.081
29,565.12	568.56	14.214
29,843.84	573.92	14.348

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$29,594.24	\$569.12	\$14.228
29,881.28	574.64	14.366
30,168.32	580.16	14.504
30,453.28	585.64	14.641
30,740.32	591.16	14.779

Laborer
Maintenance Worker's Aide

Effective July 1, 1994 - June 30, 1995

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$23,974.08	\$461.04	\$11.526
24,317.28	467.64	11.691
24,660.48	474.24	11.856
25,045.28	481.64	12.041
25,344.80	487.40	12.185

Effective July 1, 1995 - June 30, 1996

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$24,693.76	\$474.88	\$ 11.872
25,047.36	481.68	12.042
25,400.96	488.48	12.212
25,798.24	496.12	12.403
26,106.08	502.40	12.551

Effective July 1, 1996 - June 30, 1997

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$25,436.32	\$489.16	\$ 12.229
25,800.32	496.16	12.404
26,164.32	503.16	12.579
26,572.00	511.00	12.775
26,890.24	517.12	12.928

Effective July 1, 1997 - June 30, 1998

<u>Annually</u>	<u>Weekly</u>	<u>Hourly</u>
\$26,199.68	\$503.84	\$ 12.596
26,576.16	511.08	12.777
26,950.56	518.28	12.957
27,370.72	526.36	13.159
27,697.28	532.64	13.316

ARTICLE XXVI
JURY DUTY

Any employee called to jury duty shall be paid the difference between regular wages and jury duty payments (excluding mileage allowance), and all such jury duty time shall not be charged against the employee's sick leave or vacation time.

ARTICLE XXVII
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 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 XXIII
EDUCATION

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 respective field. 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

Whenever 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 expenses 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 special 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

- A. Applications 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. Applications 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 shall be limited to Four Hundred (\$400.00) Dollars per participant per fiscal year for credit courses.
- F. 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".
- G. Reimbursement for non-graded courses will be compensated at one hundred (100%) percent for courses completed.
- H. Reimbursement on required textbooks of courses completed with a "C", numerical equivalent or better grade will be one hundred (100%) if textbooks are turned into the department.
- I. Employees must have prior approval before beginning the course(s) and submit documents showing final grades(s) received. The employee shall have completed a class when the term for which the school quotes the tuition fee concludes.
- J. Expenses such as student fees, lab fees, parking, mileages, etc., are not eligible for reimbursement.
- K. The employee is not eligible for compensation or compensatory time for attendance under this section.

ARTICLE XXIX
REOPENING CLAUSE

The parties hereto agree this contract may be reopened for additional negotiation of any part hereof when both parties hereto agree said reopening is necessary.

ARTICLE XXX
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 propositions with respect to any subject or matter not removed by law from the area of collective bargaining and, therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, 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 XXXI
MISCELLANEOUS ALLOWANCES

- A. The members of the Bargaining Unit will continue to receive car allowances, uniform allowances, laundry allowances, protective equipment, and safety gear in accordance with past practice.
- B. Employees in the DPW Department shall receive Thirty (\$30.00) Dollars annually for purchase of safety shoes. New employees shall receive the allowance after completion of six (6) months; however, they will be required to wear safety shoes or be sent home.
- C. The City shall reimburse the Code Enforcement Employees for uniforms deemed necessary for that position. This shall not exceed Four Hundred (\$400.00) Dollars per year. A portion of this sum, not to exceed One Hundred (\$100.00) Dollars, may be used for personal items.

ARTICLE XXXII
DURATION

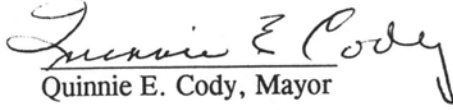
This Agreement shall be, and continue, in full force until June 30, 1998.


- 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 a 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 change 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.

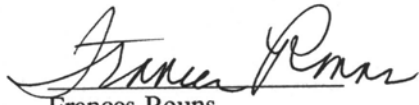
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, the day and year first above written.

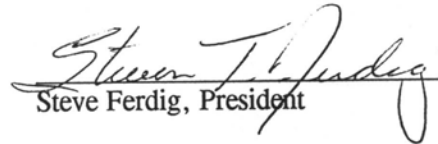
THE CITY OF MOUNT CLEMENS


MOUNT CLEMENS MUNICIPAL
EMPLOYEES ASSOC.


Quinnie E. Cody, Mayor


Richard Ziegler
Union Representative


Frances Rouns
City Manager


Steve Ferdig, President


Lauren A. Wood
Assistant City Manager


John Farah, Vice President

Date: 10-28-97

July 12, 1996

LETTER OF UNDERSTANDING

The City management and the Mount Clemens Municipal Employees Association agree that the seasonal vactor operator position, which applies to only two (2) positions, will be members of this union and pay the associated dues. No benefits will be provided to the seasonal vactor operators which are normally received by full-time employees in this union. The only exception is that these two (2) positions will receive holiday pay while serving in their assigned duty for holidays afforded other full-time employees under this contract. Also, they will earn sick time at one-half day per month as long as each operator continues to actually work 40 hours each week. No pay-out will be made for sick time upon leaving employment with the City. Overtime pay at time and a half the regular rate of pay will be provided to these seasonal employees only for the hours actually worked in excess of 40 hours in a given work week. This position will not receive any other benefits or allowances besides those afforded in this Letter of Understanding. The City and Union agree that this agreement will not set precedent for other seasonal employees.

City of Mount Clemens

Mount Clemens Municipal Employees
Association

Lauren Wood

Steven T. Jendry
John Jarak

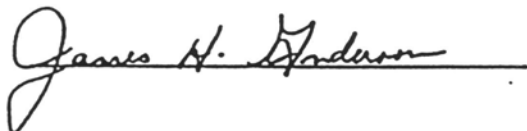
Date _____

LETTER OF AGREEMENT

It is mutually agreed by both parties that should the water and sewer maintenance supervisor be transferred to the wastewater plant, said supervisor will be reclassified as water distribution maintenance supervisor. Said supervisor will be adjusted by an additional \$.20 per hour for being cross-trained in wastewater treatment operator duties.


Union-Representative


Management Representative



Date: 10-17-89

Letter of Understanding

March 18, 1996

The City Management and Mount Clemens Municipal Employees Association agree to discuss and implement alcohol and drug testing rules for commercial driver license holders as mandated by the Federal Highway Administration of the United States Department of Transportation. A consortium is being established which will develop an Action Plan, a drug and alcohol policy and implement training and testing for all CDL employees.

Mount Clemens Municipal Employees
Association

Steve T. Guderj

John J. Farot

City of Mount Clemens

Lauren Wood
