

3459

4/30/98

AGREEMENT

BETWEEN

THE CITY OF MOUNT CLEMENS

and

THE INTERNATIONAL UNION, UNITED

AUTOMOBILE, AEROSPACE AND AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA, UAW

(CLERICAL UNION)

UNIT 68

LOCAL 412, UAW

Effective July 1, 1994 thru June 30, 1998

*Mount Clemens, City of*

## INDEX

<u>Article</u>		<u>Page</u>
1	AGREEMENT	3
2	RECOGNITION	3
3	UNION SECURITY	3
4	UNION ACTIVITIES	4
5	PURPOSE AND INTENT	4
6	REOPENING CLAUSE	5
7	UNION REPRESENTATION	5
8	UNION DUES & INITIATION FEES	5
9	GRIEVANCE & ARBITRATION PROCEDURE	6
10	EMPLOYEE DISCHARGE & DISCIPLINE	8
11	SPECIAL CONFERENCES	8
12	WORKING HOURS	8
13	SHIFT DIFFERENTIAL	9
14	OVERTIME	9
15	SENIORITY	9
16	PART-TIME EMPLOYEES	10
17	WAGES	12
18	VACATIONS	21
19	HOLIDAYS	22
20	PERSONAL BUSINESS LEAVE	22
21	BEREAVEMENT LEAVE	23
22	JURY DUTY	23
23	JOB-INCURRED INJURY	23
24	SICK LEAVE	24
25	FAMILY MEDICAL LEAVE ACT	24
26	PERSONAL HOLIDAY	25
27	LEAVE OF ABSENCE WITHOUT PAY	25
28	PROMOTIONS/TRANSFERS	26
29	LAYOFFS	27
30	LONGEVITY	28
31	PENSION	28
32	CONTINUING EDUCATION AND DEVELOPMENT	30
33	MISCELLANEOUS ALLOWANCES	31
34	INSURANCE	31
35	REVIEW OF PERSONNEL FILE	34
36	MANAGEMENT'S RIGHTS CLAUSE	35
37	DURATION	35

**ARTICLE 1**  
**AGREEMENT**

This Agreement is entered into this 11th day of December, 1996, by and between the City of Mt. Clemens, Mount Clemens, Michigan (hereinafter called the "City") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and the employees of Unit 68 of Local 412, UAW (hereinafter called the "Union").

**ARTICLE 2**  
**RECOGNITION**

The City of Mount Clemens, Michigan, recognizes UAW Local 412 as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of Public Acts of 1947, as amended by Act 379 of Public Acts of 1965. This is for all clerical employees of the City of Mount Clemens, Michigan, excluding the Executive Secretary, Accounting Supervisor, Confidential Secretary, Deputy Treasurer and Deputy Clerk.

**ARTICLE 3**  
**UNION SECURITY**

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
3. The Union shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.
4. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees commencing the thirtieth (30th) day following the beginning of their employment in the Unit.
5. Failure to comply with the provision of this Article shall be cause for discharge of the employee.

6. Upon written notice by the Financial Secretary-Treasurer of the UAW Local 412 to the employer of the failure of an employee to tender the periodic dues, representation fees, and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, representation fees, and/or initiation fees within the (10) days or receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the (10) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.

#### **ARTICLE 4** **UNION ACTIVITIES**

1. Members of the Bargaining Unit shall be allowed to utilize a meeting room for meetings, based on availability.
2. The Union shall be provided with proper space on the bulletin board for posting Union notices.
3. The Union shall be provided with a reasonable allocation of area for storage and maintenance of its records, files and materials on-site, if storage space is available, and with prior approval of the department head.

#### **ARTICLE 5** **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours and other conditions of employment of the employees covered by this Agreement, to establish the mechanism for collective bargaining, and to promote an orderly and peaceful labor-management relationship between, and in the mutual interest of the employees, the Union and the City.

Therefore, the Union and its members, and the City, in the spirit of labor-management cooperation, recognize that they have common economic, job security, work preservation and other employment-related improvement interests in the achievement by the Company of goals and objectives which impact upon such interests. For that reason, the Union and its members, and the City agree to individually and collectively cooperate in achieving those goals and objectives which will materially advance and promote their aforesaid common interests.

Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized Government agency, the remaining unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

**ARTICLE 6**  
**REOPENING CLAUSE**

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

**ARTICLE 7**  
**UNION REPRESENTATION**

1. There shall be one (1) Unit Chairperson and one (1) Union Steward chosen from among employees of this Agreement in a manner to be determined by the Union. In the absence of the Chairperson or Steward, an Alternate shall be appointed.
2. The Union shall designate to the employer, in writing, the Chairperson and the Union Steward. In the event there is a change in Chairperson or Steward, the Union shall give due notice to the employer or designated Management Representative within forty-eight (48) hours prior to such Chairperson or Steward taking over his/her duties.

**ARTICLE 8**  
**UNION DUES AND INITIATION FEES**

1. Employees who are members of Local 412 UAW, or who are non-members electing to pay a representation fee shall tender the initiation fee and monthly membership dues - or representation fees equal to the initiation fee and monthly membership dues - as specified in the UAW Constitution by signing the Authorization for Check-Off of Dues form in Appendix A.
2. The employer agrees to deduct dues or fees from the pay of each employee who submits a written authorization form. The amount shall be that specified in writing by the Secretary-Treasurer of the Union.
3. Changes in the regular amount of monthly dues or representation fees may be made no more than once in a twelve (12) month period. Such changes shall require signed, written authorization from the Secretary-Treasurer of the Local Union.
4. Union dues or representation fees will be deducted by the City the first pay of each month during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the Union Secretary-Treasurer of the Local 412 Union on a monthly basis.
5. In the event that a refund is due any employee for any sums deducted from wages, and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, that shall arise out of or by action taken, or not taken, by the Employer for the purposes of complying with the provisions of this Article.

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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 that 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 immediate Supervisor/Department Head or his/her designee, accompanied by their Union Representative, with the objective of resolving the matter informally.

**Step 2.** Within seven (7) 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 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's 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 designee 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 Unions position on said grievance.

**Step 4.** The Regional Director and/or his/her designee, (hereafter Regional Director) of the Union, after receiving the grievance and its answers, will review the matter. If it merits appeal, the Regional Director may, within thirty (30) days, arrange a meeting with the Unit Chairperson and City at the option of the Union, the Steward may be present. At the option of the Employer, other Management members may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

**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 Employer. It is intended herein to prevent an appeal by an individual employee without consent of the Union.

The party desiring to arbitrate shall, within sixty (60) calendar days after the Step 3 answer, 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 Employer, 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.

2. 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 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.
3. Upon 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.
4. 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.
5. The Employer and the Union each agree not to withhold information necessary to the resolution of the grievance.
6. 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.
7. Excluded from the arbitration are disputes, complaints or controversies relating to the City's pension plan and group insurance plans which question the use, application, practices and policies of these plans.
8. The fees and expenses of the Arbitrator will be paid one-half (½) by the Union and one-half (½) by the Employer. All fees of the American Arbitration Association for filing and processing of the Arbitration 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 canceling 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.

9. 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 grievances without loss of pay, given the approval of their Supervisor.

#### **ARTICLE 10** **EMPLOYEE DISCHARGE AND DISCIPLINE**

1. Regular Employees shall be discharged or disciplined only for just cause.
2. 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 above-mentioned grievance procedure; provided, however, that complaints regarding discharge or discipline of probationary employees shall not be subject to the grievance or arbitration procedures.
3. In the case of a discharge, the employee being discharged has the right to an exit interview with the Assistant City Manager or his/her designee. At the Employees request, the Steward may be present during such interview.

#### **ARTICLE 11** **SPECIAL CONFERENCES**

A special conference may be scheduled by either the Union or Management for the purpose of discussing matters of concern to either party. Special conferences may be held by mutual agreement between the parties. It is agreed that special conferences will not be used to circumvent the grievance procedure. Matters to be discussed will be presented by the requesting party on an agenda, along with the proposed attendees. The Union may choose to have an officer of the Local Union and/or Regional Representative attend such conference with proper notification.

#### **ARTICLE 12** **WORKING HOURS**

The regular work week for employees of the Bargaining Unit shall be seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week. This should not be construed as a guarantee or limitation of work. It is understood that Management shall have the right to adjust schedules to provide full coverage of the office during the hours the office is to remain open. In addition, each employee shall be entitled to a one (1) hour lunch period, a fifteen (15)-minute break in the morning, and a fifteen (15)-minute break in the afternoon.



When City offices are closed by the City Manager due to snow storms or emergency conditions, all Bargaining Unit members released from work shall be compensated for the balance of the shift. All employees are expected to report for work unless specifically notified by supervision to the contrary.

The Employer may establish a compressed four (4)-day work week. The Employer will not implement this 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 any compressed work schedule is implemented, there will be mutual agreement of the parties.

### **ARTICLE 13** **SHIFT DIFFERENTIAL**

Employees who work a normal daytime shift will work at the regular rate of pay. Employees who work an afternoon shift shall be entitled to shift differential pay in the amount of five (5%) percent of regular pay. Employees who work an early morning shift shall be entitled to shift differential pay in the amount of ten (10%) percent of regular pay.

### **ARTICLE 14** **OVERTIME**

- A. An Employee required to work more than seven and one-half (7-1/2) hours in any one day, or thirty-seven and one-half (37-1/2) hours in any one week, or to work on a scheduled day off, shall be paid on the basis of one and one-half (1-1/2) times said Employee's regular hourly rate.
- B. An Employee called in for unscheduled duty for other than the Employee's regular shift shall receive a minimum of one (1) hour pay at one and one-half (1-1/2) times said Employee's regular hourly rate.
- C. It is also understood that, as part of the Collective Bargaining Agreement, overtime earned by an Employee may, at the Employee's discretion, be credited as compensatory over-time and taken off, or it can be paid in cash at the appropriate rate. At the Employee's option, he/she may select equivalent compensatory time off for overtime in lieu of pay. There shall be a maximum accumulation of 240 hours of compensatory time, except for those employees who had accumulated over this amount as of July 1, 1996. Their accumulated compensatory time will be frozen at that level. This limit on accumulation applies to all compensatory time earned. Upon separation from employment, employees shall only be paid for compensatory time earned and accumulated subsequent to one (1) year prior to the time he/she terminates employment with the City.

### **ARTICLE 15** **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 as of the date of employment with the City. 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 1 of this Agreement, except discharge and discipline for other than Union activity.
- C. Seniority shall be determined by classification, and shall be employee's date of entry in employee's classification. Employees with the same date of entry will rank in seniority, based on the ascending order of the last digit of their social security number.
- 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 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. The employee quits.
  - 2. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. The employee fails to report for work within seven (7) 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. The employee retires.

**ARTICLE 16**  
**PART-TIME EMPLOYEES**

**SECTION 1.**

Regular part-time employees (employed continuously for not less than 780 nor more than 1820 hours per year). Part-time employment is defined as not less than fifteen (15) hours nor more than thirty-five (35) hours on a regularly scheduled basis per week.

**SECTION 2. Holidays**

Employees covered under this Article shall be paid holiday pay on the basis of the average hours worked per day during the previous two (2) weeks, provided the employee works some time during the holiday week and reports for work the last scheduled working day preceding and the next scheduled working day immediately following the holiday.

**SECTION 3. Sick Leave, Seniority, Vacation Leave, and Funeral Leave**

Part-time employee, as defined herein, earn sick leave, vacation, funeral leave, and seniority as outlined below, plus retirement benefits as defined by the City Charter.

- A. Sick leave credits shall be accrued at one-half (1/2) the rate of full-time employees.
- B. Seniority credit shall accrue in accordance with the following schedule:

<u>Number of Hours Normally Assigned Per Week</u>	<u>Seniority Credit Per Calendar Month</u>
Up to 8 Hours, Inclusive	1/5 Month
Over 8 Hours to 16 Hours, Inclusive	2/5 Month
Over 16 Hours to 24 Hours, Inclusive	3/5 Month
Over 24 Hours to 32 Hours, Inclusive	4/5 Month
Over 32 Hours	1 Month

- C. Vacation credit shall be based on the number of hours worked during employee's anniversary year in accordance with the following schedule:

<u>Hours Compensated During Anniversary Year</u>	<u>Vacation Hours Earned</u>
780 Hours But Less Than 1,000	10
1,000 Hours But Less Than 1,200	20
1,200 Hours But Less Than 1,400	30
1,400 Hours But Less Than 1,600	40
1,600 Hours But Less Than 1,820	50

Vacation time shall not be advanced to part-time employees. Part-time employees shall be eligible to take vacation time after their anniversary date.

Permanent part-time employees compensated in excess of 1,700 hours during their anniversary year and also have completed seven (7) consecutive years of service with the City shall be entitled to seventy-five (75) vacation hours earned.

- D. Part-time employees are entitled to paid funeral leave after their probationary period. Such leave will be prorated based on the employee's normal hours in a work day and will be given only for days normally worked by part-time employees. The number of days off shall be the same as for full-time employees.
- E. When a position becomes vacant and if the employer determines to fill the vacant position, a temporary employee may be retained for up to a sixty (60) day period only during the search process of filling the vacancy with a clerical union employee. This applies to all temporary employees hired through a temporary service, Kelly Service, or any other agency. However, this shall not apply if there are no qualified union applicants during the posting period. At such point, the employer may require a temporary employee to remain in the vacant position until some point it is filled on a permanent basis.
- F. Co-op employees are not allowed to work more than those hours dictated by State Law.

**ARTICLE 17**  
**WAGES**

**CLERK TYPIST (PART-TIME)**

**Effective July 1, 1994**

Starting Salary	7.993
After 6 Months	8.292
After 12 Months	8.910
After 18 Months	9.518
After 24 Months	9.868

**RECREATION BUILDING CO-ORDINATOR**

**Effective July 1, 1994**

Starting Salary	6.139
After 6 Months	6.448
After 12 Months	6.984
After 18 Months	7.478
After 24 Months	7.993

**CLERK TYPIST**

**Effective July 1, 1994**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
21,611.85	415.61	11.083
21,953.10	422.18	11.258
22,214.40	427.20	11.392
22,495.20	432.60	11.536
22,838.40	439.20	11.712

**ACCOUNTING BOOKKEEPER I/ADMINISTRATIVE CLERK**

**Effective July 1, 1994**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
22,838.40	439.20	11.712
23,119.20	444.60	11.856
23,419.50	450.38	12.010
23,782.20	457.35	12.196
24,082.50	463.13	12.350

**DEPARTMENT SECRETARY**

**Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
23,479.95	451.54	12.041
23,782.20	457.35	12.196
24,082.50	463.13	12.350
24,464.70	470.48	12.546
24,846.90	477.83	12.742

**ACCOUNTING BOOKKEEPER II**

**Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
26,291.85	505.61	13.483
26,693.55	513.34	13.689
27,056.25	520.31	13.875
27,276.60	524.55	13.988
27,879.15	536.14	14.297

**COMMUNITY DEVELOPMENT CLERK  
PURCHASING ASSISTANT**

**Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
26,633.10	512.18	13.658
27,015.30	519.53	13.854
27,477.45	528.41	14.091
27,918.15	536.89	14.317
28,319.85	544.61	14.523

**PUBLIC HOUSING ACCOUNTING CLERK**

**Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
27,136.20	521.85	13.913
27,516.45	529.16	14.111
27,978.60	538.05	14.348
28,421.25	546.56	14.575
28,822.95	554.29	14.781

### ACCOUNTING BOOKKEEPER III

#### Effective July 1, 1994

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
28,119.00	540.75	14.420
28,682.55	551.59	14.709
29,324.10	563.93	15.038
29,948.10	575.93	15.358

### CLERK TYPIST (PART-TIME)

#### Effective July 1, 1995

Starting Salary	8.233
After 6 Months	8.541
After 12 Months	9.178
After 18 Months	9.804
After 24 Months	10.164

### RECREATION BUILDING CO-ORDINATOR

#### Effective July 1, 1995

Starting Salary	6.324
After 6 Months	6.642
After 12 Months	7.194
After 18 Months	7.703
After 24 Months	8.233

### CLERK TYPIST

#### Effective July 1, 1995

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
22,261.20	428.10	11.416
22,612.20	434.85	11.596
22,881.30	440.03	11.734
23,169.90	445.58	11.882
23,524.80	452.40	12.064

**ACCOUNTING BOOKKEEPER I/ADMINISTRATIVE CLERK**

**Effective July 1, 1995**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
23,524.80	452.40	12.064
23,813.40	457.95	12.212
24,123.45	463.91	12.371
24,495.90	471.08	12.562
24,805.95	477.04	12.721

**DEPARTMENT SECRETARY**

**Effective July 1, 1995**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
24,185.85	465.11	12.403
24,495.90	471.08	12.562
24,805.95	477.04	12.721
25,199.85	484.61	12.923
25,593.75	492.19	13.125

**ACCOUNTING BOOKKEEPER II**

**Effective July 1, 1995**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
27,081.60	520.80	13.888
27,495.00	528.75	14.100
27,869.40	535.95	14.292
28,095.60	540.30	14.408
28,715.70	552.23	14.726

**COMMUNITY DEVELOPMENT CLERK  
PURCHASING ASSISTANT**

**Effective July 1, 1995**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
27,432.60	527.55	14.068
27,826.50	535.13	14.270
28,302.30	544.28	14.514
28,756.65	553.01	14.747
29,170.05	560.96	14.959

**PUBLIC HOUSING ACCOUNTING CLERK**

**Effective July 1, 1995**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
27,951.30	537.53	14.334
28,343.25	545.06	14.535
28,819.05	554.21	14.779
29,275.35	562.99	15.013
29,688.75	570.94	15.225

**ACCOUNTING BOOKKEEPER III**

**Effective July 1, 1995**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
28,963.35	556.99	14.853
29,544.45	568.16	15.151
30,205.50	580.88	15.490
30,847.05	593.21	15.819

**CLERK TYPIST (PART-TIME)**

**Effective July 1, 1996**

Starting Salary	8.480
After 6 Months	8.798
After 12 Months	9.454
After 18 Months	10.099
After 24 Months	10.469

**RECREATION BUILDING CO-ORDINATOR**

**Effective July 1, 1996**

Starting Salary	6.514
After 6 Months	6.842
After 12 Months	7.410
After 18 Months	7.934
After 24 Months	8.480



**CLERK TYPIST**

**Effective July 1, 1996**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
22,930.05	440.96	11.759
23,290.80	447.90	11.944
23,567.70	453.23	12.086
23,866.05	458.96	12.239
24,230.70	465.98	12.426

**ACCOUNTING BOOKKEEPER I/ADMINISTRATIVE CLERK**

**Effective July 1, 1996**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
24,230.70	465.98	12.426
24,529.05	471.71	12.579
24,848.85	477.86	12.743
25,231.05	485.21	12.939
25,550.85	491.36	13.103

**DEPARTMENT SECRETARY**

**Effective July 1, 1996**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
24,911.25	479.06	12.775
25,231.05	485.21	12.939
25,550.85	491.36	13.103
25,956.45	499.16	13.311
26,362.05	506.96	13.519

**ACCOUNTING BOOKKEEPER II**

**Effective July 1, 1996**

<b><u>Annual</u></b>	<b><u>Weekly</u></b>	<b><u>Hourly</u></b>
27,894.75	536.44	14.305
28,319.85	544.61	14.523
28,705.95	552.04	14.721
28,939.95	556.54	14.841
29,577.60	568.80	15.168

**COMMUNITY DEVELOPMENT CLERK  
PURCHASING ASSISTANT**

**Effective July 1, 1996**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
28,255.50	543.38	14.490
28,663.05	551.21	14.699
29,152.50	560.63	14.950
29,620.50	569.63	15.190
30,045.60	577.80	15.408
*33,044.70	635.48	16.946

**PUBLIC HOUSING ACCOUNTING CLERK**

**Effective July 1, 1996**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
28,789.80	553.65	14.764
29,193.45	561.41	14.971
29,684.85	570.86	15.223
30,154.80	579.90	15.464
30,579.90	588.08	15.682

**ACCOUNTING BOOKKEEPER III**

**Effective July 1, 1996**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
29,833.05	573.71	15.299
30,431.70	585.23	15.606
31,112.25	598.31	15.955
31,773.30	611.03	16.294

**CLERK TYPIST (PART-TIME)**

**Effective July 1, 1997**

Starting Salary	8.820
After 6 Months	9.150
After 12 Months	9.833
After 18 Months	10.503
After 24 Months	10.888

\*This rate only applies to the specific individuals holding these positions on the date of ratification because of the enhanced job responsibilities.

## RECREATION BUILDING CO-ORDINATOR

### Effective July 1, 1997

Starting Salary	6.775
After 6 Months	7.116
After 12 Months	7.707
After 18 Months	8.252
After 24 Months	8.820

## CLERK TYPIST

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
23,848.50	458.63	12.230
24,222.90	465.83	12.422
24,511.50	471.38	12.570
24,821.55	477.34	12.729
25,199.85	484.61	12.923

## ACCOUNTING BOOKKEEPER I/ADMINISTRATIVE CLERK

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
25,199.85	484.61	12.923
25,511.85	490.61	13.083
25,843.35	496.99	13.253
26,241.15	504.64	13.457
26,574.60	511.05	13.628

## DEPARTMENT SECRETARY

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
25,907.70	498.23	13.286
26,241.15	504.64	13.457
26,574.60	511.05	13.628
26,995.80	519.15	13.844
27,417.00	527.25	14.060

## ACCOUNTING BOOKKEEPER II

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
29,012.10	557.93	14.878
29,452.80	566.40	15.104
29,854.50	574.13	15.310
30,098.25	578.81	15.435
30,761.25	591.56	15.775

## COMMUNITY DEVELOPMENT CLERK PURCHASING ASSISTANT

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
29,386.50	565.13	15.070
29,809.65	573.26	15.287
30,318.60	583.05	15.548
30,806.10	592.43	15.798
31,248.75	600.94	16.025
*34,366.80	660.90	17.624

## PUBLIC HOUSING ACCOUNTING CLERK

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
29,942.25	575.81	15.355
30,361.50	583.88	15.570
30,872.40	593.70	15.832
31,361.85	603.11	16.083
31,804.50	611.63	16.310

## ACCOUNTING BOOKKEEPER III

### Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
31,026.45	596.66	15.911
31,650.45	608.66	16.231
32,358.30	622.28	16.594
33,044.70	635.48	16.946

\*This rate only applies to the specific individuals holding these positions on the date of ratification because of the enhanced job responsibilities.

**ARTICLE 18**  
**VACATIONS**

- A. After the employee's anniversary date, the employee shall be entitled to ten (10) work days of vacation at the regular straight-time rate.
- B. Employees who have completed seven (7) years of service shall be entitled to fifteen (15) work days of vacation.
- C. Employees who have completed twelve (12) years of service shall be entitled to twenty (20) work days of vacation.
- D. Employees who have completed (20) years of service shall be entitled to twenty-five (25) work days of vacation.
- E. Employees 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 for earning vacation time shall be prorated.
- 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 and 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 vacations must be taken within one (1) year of the date earned or they will expire, unless an exception is approved in writing by the Department Head and the Assistant City Manager. This shall not exceed a ninety (90) day extension.
- K. If requested, those employees entitled to twenty (20), twenty-five (25), or thirty (30) days vacation may receive five (5) days pay in lieu of the third, fourth, fifth or sixth week.
- L. Upon separation from service, an employee shall be paid for earned vacation time accumulated (subsequent to one (1) year prior to the time he/she last terminated employment with the City). In the event of death, the employee's dependents, if designated, or the employee's estate, if not designated, shall be paid the employee's vacation pay.

**ARTICLE 19**  
**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's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day (December 24), Christmas Day, New Year's Eve (December 31), and Employee's Birthday.

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

Any employee who is required to work on any of the above-recognized holidays shall be paid at twice the employee's regular hourly rate.

If holidays occur on Saturday or Sunday, and celebration of such is not covered by a consistent State law, the City will permit members of the Bargaining Unit to celebrate such holiday either on the previous Friday or the following Monday. Employees will be advised of that fact as much in advance as practicable.

**ARTICLE 20**  
**PERSONAL BUSINESS LEAVE**

Each member of the Bargaining Unit shall be granted up to two (2) scheduled work days off per contract year (July 1 - June 30) 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. Personal business leave must be requested with reasonable notice.

- A. Personal business days may be used for necessary business that cannot be conducted at other than the employee's working hours.
- B. Notification shall be filed with the immediate Supervisor/Department Head prior to the expected absence. Confirmation of such personal business leave shall be necessary prior to absence.
- C. Personal business days are not cumulative from one fiscal year to another.
- D. Personal business leave days may not be used in lieu of, or as an extension of, vacation, sick leave or holidays.
- E. Deviation from those provisions specified in paragraph B and D shall be permitted if circumstances exist to justify variance.
- F. Personal days may not be used until an employee has completed his/her probationary period.

**ARTICLE 21**  
**BEREAVEMENT LEAVE**

- A. In the event of death in the immediate family of the employee, he/she shall be entitled, when required, to use a maximum of the next four (4) working days - not 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, grandparent-in-law, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild, brother-in-law, or sister-in-law. Additional days may be obtained and charged to accumulated personal business or vacation leave for extenuating circumstances by permission of the Department Head.
- 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. Additional days may be obtained and charged to accumulated personal business or vacation leave for extenuating circumstances by permission of the Department Head.

**ARTICLE 22**  
**JURY DUTY**

Any employee called to jury duty shall be paid the difference between the employee's 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 23**  
**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 payment under the Worker's Compensation Act, not to exceed fifteen (15) weeks.

**SECTION 2**

In the event he/she receives Worker's Compensation benefits period for a greater than fifteen (15) 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 Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

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, the injury is determined to be compensable under the Michigan Worker's Compensation Insurance Law.

**ARTICLE 24**  
**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 hired 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 the work day shall be charged pro-rated sick time for the portion of the work day which was not completed.
- E. Serious illness of spouse, child or dependent parent shall warrant use of sick leave by the employee after arrangements have been made with the immediate Supervisor as per Family Medical Leave Act.
- F. On a monthly basis, the City will notify employees of the number of sick days remaining in their sick leave accumulation.

**ARTICLE 25**  
**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 26**  
**PERSONAL HOLIDAY**

Any employee who uses less than seven and one-half (7-1/2) hours 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 21. Eligible employees may elect, in lieu of 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 27**  
**LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1**

A leave of absence without pay or fringe benefits may be granted, in writing, at the Employer's discretion for periods not to exceed three (3) months. Such leave may be extended beyond three (3) months with consent of the Employer; in no event shall any leave extend beyond one (1) year. A copy of such leave papers shall be given to the Union.

**SECTION 2**

Request for leave of absence shall be submitted, in writing, and shall state the reason for such leave. Only an employee who has successfully completed his/her probationary period shall be eligible to apply for a leave of absence.

**SECTION 3**

Employees shall not accept employment elsewhere while on a leave of absence. Acceptance of employment or working for another employer while on leave of absence shall result in immediate and complete loss of employment with the City without recourse.

**SECTION 4**

Time absent while on leave shall not be counted as time worked for any fringe benefits purposes. Seniority shall not accumulate during such leave.

**SECTION 5**

Upon return of an employee from leave of absence, he/she shall be reemployed to work at his/her job classification. Failure to return to work on the exact day scheduled shall be cause for termination at the sole discretion of the Employer. No employee shall return to work prior to expiration of his/her leave unless a two-week notice is given and an employee with more seniority is not displaced.

**ARTICLE 28**  
**PROMOTIONS/TRANSFERS**

- A. Transfers from one classification to another within the same department resulting from a vacancy or a newly created position, other than promotions, shall be based on seniority.
- B. Because of the wide variety of tasks required to be performed by the employees in the Bargaining Unit and outside the Bargaining Unit, the Employer shall have the right to make temporary transfers 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, such employee's seniority in the Unit shall be treated as if no such transfer had occurred.
- D. Transfer or promotion to an open or newly created Bargaining Unit position shall be based on ability and qualifications relating to the job description. Those not in the Bargaining Unit will only be considered if there is not a qualified Unit member interested in the position. Upon a vacancy being created, the notification of the job opening will be posted in a timely fashion. Whenever possible, arrangements will be made for the newly transferred/promoted person to be cross-trained by the vacating employee to ensure a smooth transition.
- E. Qualifications shall be determined by the employer, however among applicants of equal qualifications, the applicant with the greater Bargaining Unit seniority shall be given preference.
- F. In the event an applicant cannot adequately perform in the new position, then he/she shall be returned to their prior position and the Employer shall have the option of calling for the next best qualified employee of those previously approved.
- G. Bargaining Unit positions which are open shall be posted in all buildings in which Unit members work. Such posting shall be for a minimum of seven (7) days before testing or judging qualifications.
- H. When a position is upgraded to a position within the Bargaining Unit, this shall not be considered an open or newly created position. The incumbent shall be reclassified to the upgraded position provided that he/she can pass the test for the upgraded position.
- I. Any employee temporarily assigned to a higher classification for a period up to and including five (5) working days shall thereafter be paid at the rate of the higher classification, as long as the employee continues to work in the higher classification.
- J. Should the starting rate of pay for the upgrade 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.
- K. If there are no bidders for any open and posted job, the Employer may fill the job in its discretion.
- L. Non-probationary employees who desire such open job(s) may submit their bids to the personnel office in writing within the posting period.

**ARTICLE 29**  
**LAYOFFS**

**SECTION 1, Definition**

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.

**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 work in their classification. The following general rules shall apply:

- A. Temporary employees, excluding co-op students who are enrolled in an approved program shall be laid off in each affected classification.
- B. Probationary employees.
- C. Regular part-time employees.
- D. Regular full-time employees.
- E. The principles of straight seniority within job classifications shall be observed, and the length of service shall govern within such classification.
- F. An employee who has received a layoff notice may bump down to a previously held classification or to a lesser-paying classification for which his/her qualifications are undisputed. 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**

Employee 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) calendar days notice. The Union shall receive a list of employees being laid off prior to the said employees being notified.

**SECTION 4, 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 apply:

- A. Notice of recall shall be sent to the employee with a copy to the Union at his/her last known address by certified mail. 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.

- B. In the event a recall is necessary on less than seven (7) 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) days or until the employee(s) passed over (because of their inability to return to work immediately) return(s) to work within the prescribed time limits.
- C. If any employee is laid off for a period of over two (2) years, or length of service, whichever is longer, any right to recall shall have deemed to have expired.

**ARTICLE 30**  
**LONGEVITY**

In addition to the employee's regular salary, full time employees shall receive longevity for continuous years of service with the City in accordance with 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

Such longevity payments shall be payable between December 1 and December 10 of each year.

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

**ARTICLE 31**  
**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 employment with the City last terminated. Effectively 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/her retirement or his/her death, before he/she has satisfied the age and service requirements for retirement allowance provided in Section 209, exclusive of subsection (b), if he/she is a general member; or as provided in Section 209, exclusive of subsection (b), if he/she 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/she 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 application for same is filed with the Board on or after his/her attainment of voluntary retirement age. If he/she withdraws all or part of his/her accumulated contributions from the annuity savings fund, he/she 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/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, Adjustment**

**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 32**  
**CONTINUING EDUCATION AND DEVELOPMENT**

1. The Employer 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 their respective fields. Therefore, the Employer will offer training opportunities and an educational assistance program outlined below. Such training and education opportunities shall be equally accessible to all regular members of the Bargaining Unit.
2. 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 Employer will pay one hundred percent (100%) of all fees, and other direct costs of the program. Furthermore, the Employer shall reimburse the employee for reasonable travel expenses and meal costs while attending.
  - A. The Employer, at its sole discretion, shall make available other training opportunities including seminars, conferences and special schools. The opportunities shall be posted, and all employees shall be eligible to attend. The Union may make recommendations to the Employer regarding functions where attendance by an employee is desirable and/or beneficial. In making selection, the Employer will give preference where there is a relationship between the event and the employee's present job and to employees who have not previously attended.
  - B. The Employer will pay the total cost of all fees and materials if required for such approved training programs or professional meeting, and the employee shall be given time off without loss of pay to attend such functions.
  - C. Employees requesting time off to attend training programs or professional meetings shall notify the Employer at the earliest time practicable of the date of the event.
3. The Employer shall make available financial assistance for education in accordance with the following provisions:
  - 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 courses 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. Effective July 1, 1996, the total reimbursement shall be limited to five hundred (\$500) dollars per participant per fiscal year for credit courses, including books.
- F. Reimbursement for tuition shall be according to the following schedule:  
  
One hundred percent (100%) for course completed with "A", "B", "C" or the numerical equivalent. There will be no reimbursement for courses completed with less than "C".
- G. Reimbursement for non-graded courses will be compensated at one hundred percent (100%) for courses completed.

**ARTICLE 33**  
**MISCELLANEOUS ALLOWANCES**

- A. The members of the Bargaining Unit will continue to receive car allowances, protective equipment, and safety gear, in accordance with past practice.
- B. If an employee not receiving allowances in A above tears or otherwise ruins an article of clothing or shoes during the course of his/her employment, the City will allow for a replacement of the article up to a maximum per employee of Fifty (\$50.00) dollars per year.
- C. The Employer agrees to furnish copies of the Collective Bargaining Agreement to all members of the Bargaining Unit and shall, when necessary, provide the Union with a list of classifications and a list of job descriptions. Additionally, the City will provide the Union with one (1) copy of the minutes of the previous Commission meeting and the Agenda of the up-coming Commission meeting, when ready for distribution.
- D. The City shall provide all members of the Bargaining Unit a parking sticker for the parking lot adjacent to the Municipal Building.

**ARTICLE 34**  
**INSURANCE**

**A. LIFE INSURANCE**

- 1. The City shall maintain life insurance in an amount equal the base yearly income, rounded to the nearest thousands, not to exceed twenty thousand (\$20,000) dollars. All non-probationary, full time employees shall be eligible for this coverage.
- 2. Each employee retiring with fifteen (15) or more years of service shall be provided continuation of five thousand (\$5,000) dollars Group Life Insurance.

B. MEDICAL AND HOSPITAL INSURANCE

1. Each current full-time member of the Bargaining Unit will be entitled to health insurance coverage. The insurance coverage options will include Blue Cross or a health maintenance organization plan and will be at the member's choice.
2. Blue Cross will include the following riders:  
  
Comprehensive Hospital, Semi-private, Riders D45NM, IMB, F. SA, MVF-1 and Riders ML, OB, FC, SD-1, Master Medical BCBS '65 Opt. 5, \$2.00 co-pay prescription rider, DCCR coverage (option to add or pay for coverage), Mandatory Second Opinion and Prevent Program. In addition, each employee will select either the DRI 275/550 or the Preferred Provider Option.
3. Eligible full-time employees hired after July 1, 1988 will only select from a City provided HMO program.
4. Health maintenance plans will be available to full-time eligible clerical members in lieu of the existing medical and hospital insurance on a voluntary basis.
5. Full-time eligible Bargaining Unit employees electing not to take a health insurance plan of any kind during the annual open enrollment period, may receive an annual sum of \$1,500 dollars to be paid at the end of each calendar year that said employees elect not to have health insurance. The sum will be prorated on a monthly basis for any portion of a calendar year that an employee maintains health insurance.

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 dollar option in lieu of health insurance as long as the married couples both work for the City of Mount Clemens.

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 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 insurance 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.

6. Part-time employees are not covered by any City provided health insurance at the time of retirement.



7. Only those employees who are full-time employees at the time of their retirement or at the time they resign with vested pension rights will receive any health insurance from the City during their retirement, and only in accordance with one of the alternatives described below:
- a. Employees hired after May 12, 1994, who are otherwise eligible, must have at least twenty (20) years of service with the City at the time of retirement in order to qualify for City-provided health insurance. The City will pay 100% of the health insurance premium for such retirees.
  - b. Full-time employees hired on or before May 12, 1994, and who are not covered by paragraph (8) below, will be eligible for City provided health insurance during retirement based on the number of years of service they have at the time of retirement according to the schedule below which shows the portion of the health insurance premium to be paid by the City and by the employee:

<u>Years of Service at Retirement</u>	<u>Employee Share Of Premium</u>	<u>City Share of Premium</u>
10 years but less than 11	75%	25%
11 years but less than 12	70%	30%
12 years but less than 13	65%	35%
13 years but less than 14	60%	40%
14 years but less than 15	55%	45%
15 years but less than 16	50%	50%
16 years but less than 17	40%	60%
17 years but less than 18	30%	70%
18 years but less than 19	20%	80%
19 years but less than 20	10%	90%
20 years and over	0%	100%

- c. Part-time employees who were hired on or before May 12, 1994, but who later become eligible for retiree health insurance by becoming full-time employees and who otherwise qualify will receive retiree health insurance according to the above schedule. Employees who were hired before May 12, 1994, who do not continue working for the City continuously until retirement, but who resign (with the exception of those who must discontinue working for medical reasons as described in paragraph (8) below), with a vested pension and ultimately do retire from the City, will receive health insurance in accordance with the above schedule.
8. Full-time employees hired as of May 12, 1994, and who continue to work as full-time employees until they retire at age 55 from the City will receive health insurance during retirement with the City paying 100% of the premium. Full-time employees hired as of May 12, 1994, who defer their retirement and do not continue working due to documented medical reasons shall be "grandfathered" and will receive 100% health insurance paid by the City.

9. Full-time employees in the two special categories described in paragraph (8) with 15 or more years of service will be provided with continuation of five thousand (\$5,000) dollars group life insurance upon retirement.
  10. Upon retirement, the City shall furnish group health care coverage, in accordance with these provisions for eligible full-time retirees and spouses 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 6 of this Article. The Blue Cross/Blue Shield option for eligible employees will not include the IMB and OB riders.
  11. Upon reaching age 65, the coverage above will automatically reduce to the Blue Cross/Blue Shield "65 Plan" or an applicable health maintenance 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.
- C. As in the past, full-time employees may count prior part-time service for meeting the years of service requirements of this Article.

**NOTE:** The term "spouse" means the person to whom a retiree was married at the time his/her employment with the City 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.

**ARTICLE 35**  
**REVIEW OF PERSONNEL FILE**

**SECTION 1**

Personnel files and records shall be kept in accordance with the provisions of Act 397 of the Michigan Public Acts of 1978. In order to provide for full compliance with Act 397, the responsibility for storage and maintenance of all personnel records shall be vested with the Assistant City Manager. It is understood that the Employer shall maintain the privacy of all personnel records.

**SECTION 2**

In addition to the employee's right to access to his/her employment record provided under Act 397, any member of the Union may, by right, review his/her own personnel record as frequently as the employee desires during normal working hours. Copies of all material contained therein may be made in accordance with the procedures prescribed in Act 397.

Confidential pre-employment information, examination, test copies, and other information exempt under the law shall not, however, be available for examination.

**ARTICLE 36**  
**MANAGEMENT'S RIGHTS CLAUSE**

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 statues delineating rights, powers, and duties of cities, the laws and Constitution of the United States. This includes, but is not limited to, the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the City, its properties and facilities, and the activities of its employees.
- B. To hire all employees and, subject to the provisions of law, to determine their 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 thereof, and with respect to the administrative activities, terms and conditions of employment.

The exercising 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 to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

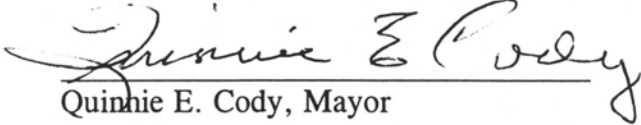
**ARTICLE 37**  
**DURATION**

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

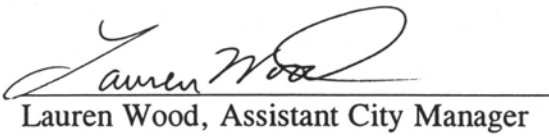
- A. If either party desires to terminate this Agreement, sixty (60) days prior to the termination date, it shall give written notice of termination. If neither party gives notice of termination of this Agreement as provided, or if each party giving notice withdraws the same prior to the termination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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this 14th Day of February, 1997.

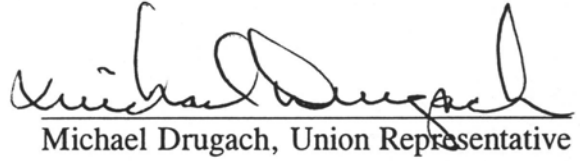
(The City of Mount Clemens)

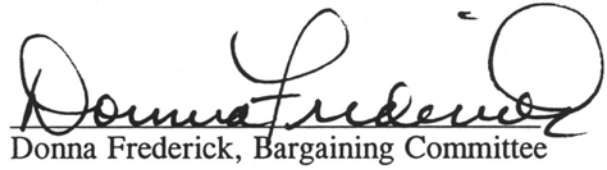
  
Quinnie E. Cody, Mayor

  
Frances M. Rouns, City Manager

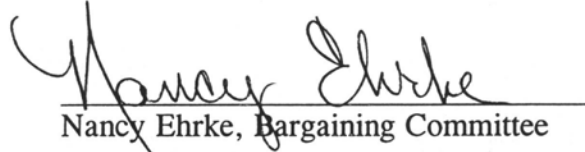
  
Lauren Wood, Assistant City Manager

(Local 412, UAW)

  
Michael Drugach, Union Representative

  
Donna Frederick, Bargaining Committee

  
Sandra Klein, Bargaining Committee

  
Nancy Ehrke, Bargaining Committee

Date: 2-14-97