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AGREEMENT BETWEEN
THE CITY OF MOUNT CLEMENS, MICHIGAN
and the
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE
and
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
UAW LOCAL 155
(MOUNT CLEMENS CONNECTOR)

Mount Clemens, City of

Effective: July 1, 1994

through

June 30, 1998

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AGREEMENT

This Agreement made and entered into this 16th day of October, 1995, by and between the City of Mount Clemens, Michigan, party of the first part and hereinafter referred to as the City or Employer and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American Local 155 UAW and hereinafter referred to as the Union.

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

ARTICLE I GENERAL CONDITIONS

The City and Union agree that the contents of this Agreement shall be a full and complete coverage and statement of the terms and conditions of employment for those employees covered by this Agreement.

This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the procedures specified herein, in order to maintain and promote a cooperative relation between the respective representatives at all levels and among all employees.

ARTICLE II RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all bus drivers dispatchers, and maintenance persons in the Mount Clemens Connector Department excluding clerical employees, supervisory employees, and all other employees and classifications.

ARTICLE III AGENCY SHOP

Section 1. To the extent that the laws of the State of Michigan permit, it is agreed that:

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union or pay a monthly service charge for the duration of this Agreement.
- (b) Employees covered by this Agreement, as defined in the Article entitled Recognition, who are not members of the Union at the time it becomes effective and who have been employed for a period of sixty (60) days and who do not make application for membership in the union within sixty

(60) days after the effective date of this Agreement shall commence with the first payroll period thereafter and for the duration of this Agreement pay to the Union a service charge in an amount equal to the regular monthly Union dues as contribution toward the administration of this Agreement.

- (c) Employees covered by this Agreement, as defined in the Article entitled Recognition who are not members of the Union at the time it becomes effective and who have been employed for less than sixty (60) days, and employees hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement who do not make application for membership in the Union within sixty (60) days of service shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (b) above.

Section 2. Any employee who fails to comply with the provisions set forth above shall, at the request of the Union to the Employer be discharged from the service of the Employer ten (10) days after such employee receives notification from the Employer of such employee's violation of this Article.

Section 3: The City agrees that, only upon receipt of written authorization from its employees, it will deduct from such employees who sign such authorization the initiation fee and all Union dues or service fees as they become due and transmit the same to the Financial Secretary-Treasurer of Local 155, not later than the twenty-fifth (25th) of each month. All deductions shall be made on the first (1st) pay of each calendar month.

Section 4: The Unions shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the City for purposes of complying with provisions of this Article. Judgements obtained will be fully and completely paid by the Union.

ARTICLE IV **UNION DUES AND INITIATION FEES**

Section 1. Employees who are members of Local 155 UAW or who are non-members electing to pay a service fee shall tender the initiation fee and monthly membership dues - or service 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.

Section 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 local Union.

Section 3. Changes in the regular amount of monthly dues or service bargaining fee may be made no more than once in a twelve (12)-month period. Such change shall require signed, written authorization from the Secretary/Treasurer of the local Union.

Section 4. Union dues 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 Local Union 155.

Section 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.

Section 6. The Union shall indemnify and hold the City harmless against any all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken, by the City for purposes of complying with the provisions of this Article.

ARTICLE V **UNION REPRESENTATION**

Section 1.

- (a) The employees shall be represented by a Committee of two (2) members, one of whom shall be the Chairperson, who shall be elected in any manner determined by the employees. There shall be an alternate Committee person for each shift who shall serve only in the absence of a regular Committee person. This Committee shall be selected from a group of non-probationary employees.
- (b) The Union shall notify the City in writing, of the names of the Union Representatives and the Alternate Representative, and the City shall not be required to recognize or deal with any employee other than the ones so designed.
- (c) It is agreed that Committee persons have work to perform; however, they shall negotiate Agreements and have the time to discuss with representatives of the City grievances and complaints without loss of pay. Committee persons who represent employees during their non-scheduled hours shall not receive pay for those hours. Committee persons shall, prior to commencing any Union business on City time secure permission from their immediate Supervisor or designee.

Section 2.

- (a) No Discrimination: There shall be no discrimination against any employee because of their membership in the Union or because of their acting as an officer in any capacity on behalf of the Union.

- (b) The employer and the Union shall not discriminate against any employee because of age, sex, race, nationality, religion, or political belief, or for Union activity.

ARTICLE VI UNION BULLETIN BOARD

Section 1. The Employer agrees to provide bulletin board space of approximately 30" X 30" which may be used by the Union. The Union's use of the bulletin board shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business and its relationship with the City. All notices shall be initialed by the Business Agent or representative of the UAW.

Section 2. The Union further agrees that in no event shall such notice be politically partisan, derogatory, or critical of the City or the City's officers, agents, supervisors, employees, departments, or subdivisions; nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer. Any violation of this Article shall entitle the City to cancel immediately the provisions of the Article and remove the bulletin board.

Section 3. There shall be no other general distribution of posting by employees or the Union of pamphlets, advertising, or political matters, notices, or any kind of literature upon the Employer's premises except as provided herein or permitted under state or federal law.

ARTICLE VII MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States. Further, all rights ordinarily vested in and are exercised by employers, except as specifically relinquished herein are reserved to the Employer including but without limiting the generality of the foregoing, the right to: manage all operations and activities efficiently and economically; direct its working force of employees in hiring, suspension discipline, discharge, promotion, and demotion; effect reductions in the work week or work day; establish, change, combine, or discontinue job classifications; prescribe work duties, content, and classifications; establish training requirements for the purposes of maintaining or improving job skills of employees; transferring and maintaining discipline and efficiency among employees; deciding the number of employees and increasing or decreasing that number to establish, revise, and enforce policies and procedures, rules, and regulations; carry out cost and general improvement programs; determine the scope of services furnished and the type of equipment to be

operated; established schedules of operation; institute technological changes; and to determine the methods, procedures, and means of providing service.

Section 2. The Employer reserves the right to subcontract any work, including the right to have vehicle and building maintenance performed by other City employees outside the Bargaining Unit when in the judgment of the City, it is in the best interest of the department.

Before commencing any contract job to be preformed that was previously performed by the Union, the City will notify the Union Chairperson of the nature and scope of the job.

When contract work is necessary, the City agrees to use its best efforts to have the contractor employ laid-off employees who are qualified and have the contractor pay at least the equivalent wages.

Section 3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment. It is understood and agreed that the provision of this Agreement shall not infringe upon, or affect in any way, the rights of the Employer to terminate the employment or discipline any probationary employee for any cause deemed sufficient by the Employer. In the event of discharge, the City will give due consideration to any representation advanced by the Union in any Step of the grievance procedure. However, the City's decision after such consideration shall be final.

Section 4. Management shall establish an incentive program for employees after October 1, 1996 as a means of rewarding performance and/or other various areas pertaining to job duties of the employees.

ARTICLE VIII **GRIEVANCE AND ARBITRATION PROCEDURES**

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 or application of any work rules or regulations has been violated or misinterpreted or misapplied by the Employer to the employee's detriment or disadvantage resulting from events that occurred during the terms of this Agreement. In the event any grievance cannot be settled in this manner, the question may be submitted by the Union for arbitration as hereinafter provided.

- A. Any employee, or the Union, who believes there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or application of any work rules or regulations may file a grievance with the parties designated in the procedures outlined below.

- B. **Step 1.** Any employee with a problem may first discuss the matter with the Supervisor, accompanied by their Committee person, with the objective of resolving the matter informally.

Step 2. Within five (5) working days of an incident which is to result in a grievance, the aggrieved party shall file a written complaint with Supervisor; 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 or applicable work rules or regulations which have allegedly been misinterpreted, violated, or misapplied. The Committee person shall discuss the grievance with Supervisor within five (5) working days after the grievance is received by the Supervisor. Within five (5) working days of that meeting, the Supervisor shall prepare a written disposition and present it to the Committee person.

Step 3. If the grievance is not resolved at Step 2, it shall be referred to the Assistant City Manager, or designated representative, by the Union within five (5) working days of the Supervisor's final written disposition at Step 2. A meeting shall be held between the Assistant City Manager, or designee, and the Bargaining Committee, the Supervisor, and the President of Local 155 or designee, for the purpose of resolving the grievance. This meeting shall be held within ten (10) working days of receipt of the grievance at Step 3. The Assistant City Manager, or designee, shall issue a written disposition of the grievance with five (5) working days of the meeting to Local 189 representative and to the Bargaining Committee.

Step 4. In the event the grievance remains unresolved after completion of Step 3 of the grievance procedure, such grievance may be appealed to arbitration by the Union. It is intended herein to prevent an appeal by an individual employee without the consent of the Union. The Union shall within ten (10) working days after the written disposition at Step 3, notify the employer in writing of its intent to arbitrate. If the Union and the City cannot agree on an Arbitrator within ten (10) working days of the request for arbitration, the matter shall be referred to the American Arbitration Association in accordance with the then applicable rules and regulations of the American Arbitration Association within ten (10) working days of failure to agree on an arbitrator. A copy of such demand shall be presented to the City. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of matters other than those concerning specific and express provisions of this Agreement, or application of work rules or regulations.

- C. If not submitted to the American Arbitration Association within such time limits as specified in Step 4, 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.

- D. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. In the event an arbitrator is selected and a hearing date scheduled and agreed upon by both parties and either party subsequently cancels or postpones such hearings, the party so cancelling shall pay any cost assessed by the arbitrator.
- E. So long as said arbitrator does not exceed its authority as provided herein, the arbitrator's decision shall be final and binding on the Union, all members of the Bargaining Unit, and the City. 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.
- F. 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 them. 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.
- G. The Employer and the Union each agree not to withhold information necessary to the resolution of a grievance.
- H. The parties hereto agree the grievance procedure is the sole and exclusive remedy for the resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.
- I. No grievance shall be filed in any matter which existed prior to the signing of this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to the signing of this Agreement.
- J. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee was not receiving prior to the grievance being filed.
- K. If the union fails to file a grievance within five (5) work days of the incident complained of, or to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed said incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties. If the City fails to respond to a grievance within the time limits specified above, the grievance is presumed to be moved on to the next step.

- L. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. It is understood and agreed that the provision of this Agreement shall not infringe upon, or affect in any way, the rights of the employer to terminate the employment or discipline any probationary employee for any cause deemed sufficient by the Employer. In the event of discharge, the City will give due consideration to any representation advanced by the Union in any step of the grievance procedure. However, the City's decision after such consideration shall be final.

ARTICLE IX NO-STRIKE CLAUSE

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike, slow-down, picketing, or any concerted effort to diminish the quality or quantity of work performed by members of the Bargaining Unit, and the Union will take appropriate action to prevent the continuance of such concerted efforts on the part of members of the Bargaining Unit. As a corollary to the No-Strike Clause, the City of Mount Clemens herewith agrees that, during the life of this Agreement, it shall not cause, nor permit to be caused, a lock-out of the employees covered by this Agreement.

ARTICLE X SENIORITY

Section 1. Probationary Period. New employees in the Unit shall be considered as probationary employees for the first one hundred (100) working days of their employment. When the employee successfully completes the probationary period, he/she shall be entered on the seniority list of the Bargaining Unit. There shall be no seniority for any purpose whatsoever among probationary employees.

Section 2. Seniority is defined as the employee's length of continuous service since his/her last date of hiring. Seniority shall be on a Bargaining Unit basis and interchangeable between the three (3) classifications for any purpose unless provided otherwise in any other provision of this Agreement. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee. The seniority list on the dates of this Agreement will show the names, job titles, and date of hire of all employees of the unit entitled to seniority. The City will provide the Union with an up-to-date seniority listing every year.

An employee shall lose seniority for the following reasons:

1. The employee quits. If an employee is rehired at a later date, he/she shall be considered a new employee.
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 the time limits provided for under the lay-off or leave of absence provisions of this Agreement.
4. The employee is laid-off for more than one (1) calendar year.
5. The employee is absent 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 that his/her employment has been terminated.

Section 3. Notwithstanding their position on the seniority list, the Union Bargaining Committee, consisting of the Union President and the Steward from each shift, shall, in the event of a lay-off, be continued at work as long as there is a job for which they are qualified and can perform.

ARTICLE XI **LAY-OFFS**

Section 1. Definition. The word "lay-off" means a reduction in the number of current employees in the working force.

Section 2. If a lay-off becomes necessary, employees shall be laid-off or recalled according to seniority within the Bargaining Unit and ability to perform the work in their classification. The following general rules shall apply:

- A. Probationary employees shall be laid off first in each affected classification.
- B. The principle of straight seniority within job classification shall be observed, and the length of service shall govern within each classification.
- C. An employee who has received a lay-off 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 in writing no later than the next work day after receiving a lay-off notice.

Section 3. Employees to be laid off for two (2) weeks or more will be given as much advance notice as possible under the circumstances, but in no event less than seven (7) days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

Section 4. Recall. When the working force is increased after a lay-off, employees shall be recalled in the inverse order of their being laid off and shall be subject to the same conditions of lay-off. The following general rules shall apply:

- A. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report for work within seven (7) calendar days of receipt 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) returns to work within the prescribed time limits. A Union representative may be present at the time the Employer is attempting to contact laid-off employees by telephones.

Section 5. In the event the Employer reduces the total weekly scheduled hours, such reduction shall not be considered a lay-off unless all employees within a classification are reduced to less than twenty (20) hours per week.

ARTICLE XII JOB POSTING AND BIDDING

Section 1. Whenever there is a vacancy in jobs filled by employees in the Bargaining Unit that will have a duration of over two (2) calendar weeks, the City shall post a notice of the same for not less than three (3) working days on its bulletin board and invite eligible employees to apply for the job. The City shall publish the minimum qualifications and description of the vacant position.

Section 2. Employees desiring to be considered for any posted position shall make written application to the Personnel Department on forms provided by the City. The employee shall state any previous experience and qualifications on the form.

Section 3. In considering employees under this Article, seniority within the Bargaining Unit will prevail if experience, training, and job performance are equivalent.

Section 4. The employee selected will receive a fair training period of not less than seven (7) working days, if necessary. After any appointment to any posted vacant position, the employee appointed shall have a probationary period not to exceed thirty-five (35) calendar days. At any time during such probationary period, he/she may return or may be returned by the Employer to his/her previous job. After successful completion of the probationary period, the employee will receive the maximum rate of pay for that job classification effective with the beginning of the next pay period.

Section 5. If no bids are received by the City after the posting, the City may assign the position to an employee within the Bargaining Unit or hire any new employee to fill the vacancy.

Section 6. It is the full and sole right of the Employer to select an employee for a supervisory position. Promotion from any job classification within the Bargaining Unit to any supervisory position shall be entirely at the discretion of the Employer.

ARTICLE XIII **HEALTH AND SAFETY**

The City agrees that it will make every effort to provide proper safety, health, and sanitary conditions and devices and to make certain all equipment is maintained in a safe condition.

ARTICLE XIV **HOURS AND OVERTIME**

Section 1. The Employer shall post the weekly work schedule at least seven (7) days before the date it becomes effective. In the event there is an unequal distribution of hours within any work week, the employees with the most seniority shall be assigned the weekly work schedule with the most hours.

Section 2. Whenever the schedule calls for ten (10) or more hours of continuous service, employees will be assigned to two shifts, with one shift being no less than six (6) hours in duration.

Section 3. All employees who work more than four (4) hours in a day shall be entitled to a fifteen (15)-minute break from work. Any employee who is scheduled to work eight (8) or more continuous hours shall be entitled to a thirty (30)-minute paid meal break.

Section 4. An employee who is required to work more than forty (40) hours in a work week or more than eight (8) hours in any one day, shall be paid on the basis of one and one-half (1 1/2) times that employee's regular hourly rate for each hour, or fraction of an hour, of overtime worked.

Section 5. Any employee who leaves the City premises after their shift and is called to work shall receive a minimum of two (2) hours pay at the employee's regular straight-time hourly rate. This shall not include extensions to an employee's regular shift.

ARTICLE XV
JURY DUTY

Section 1. Any non-probationary employee who is called for jury duty and serves as juror on a regularly scheduled shift or shifts shall be paid the differences between the amount received for such service, not including travel allowance or reimbursement expenses, and the straight-time hourly earnings that were lost as a result of such service not exceeding the normal scheduled work hours per day. Normal scheduled work hours shall be defined as the average number of hours the employee has worked on a scheduled work day during the two (2) weeks prior to serving as a juror.

Section 2. It shall be a condition of the foregoing that an employee immediately notify the Employer and report for any period to work if the Employer requests him/her to report to work for any period while he/she is excused from such duty during his/her regular scheduled work hours.

Section 3. Employees requesting payment under this Article shall furnish the Employer with a notice to serve and evidence of attendance.

Section 4. The City's obligation to pay an employee for jury duty is limited to a maximum of twenty (20) working days in any calendar year.

Section 5. Any time an employee spends on jury duty shall not be counted as "time worked" in computing overtime in a week.

Section 6. It is understood, however, that if any employee's hours can be arranged so that he/she can serve on jury without loss of the total weekly number of scheduled hours, the City will not be liable for any additional payment to the employee.

ARTICLE XVI
FUNERAL LEAVE

Section 1. In the event of a death in the immediate family, as defined herein, an employee shall be entitled, when so required, to be on leave for the next two (2) calendar days. A non-probationary employee shall be paid his/her normal straight-time hourly rate for scheduled working time lost while on leave, not to exceed fourteen (14) hours of pay.

Section 2. The Immediate Family. The immediately 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, brother-in-law, or sister-in-law.

Section 3. Additional leave days, without pay, may be obtained for extenuating circumstances by permission of the Assistant City Manager.

Section 4. Any time an employee is paid for the time he/she is on funeral leave shall not be counted as "time worked" in computing overtime in a week.

ARTICLE XVII **VACATION**

Section 1. Eligibility. All employees who meet the following qualifications and requirements are eligible to receive a vacation with pay.

- A. An employee shall have at least one (1) year of service with the Employer.
- B. An employee must work a minimum of 800 hours during a year, beginning with the anniversary date and continuing until the next anniversary date.

Section 2. Computing Vacation Pay. Employees earn vacation hours according to the following schedule:

One (1) year but less than five (5) years of service - one (1) week at the employee's normally assigned hours at the time vacation is taken.

Five (5) years but less than ten (10) years of service - two (2) weeks at the employee's normally assigned hours at the time the vacation is taken.

Ten (10) years but less than fifteen (15) years of service - three (3) weeks at the employee's normally assigned hours at the time the vacation is taken.

Fifteen (15) years or more years of service - four (4) weeks at the employee's normally assigned hours at the time vacation is taken.

Any employee who is absent from work due to an injury or illness which is compensable under the Michigan Worker's Compensation Act shall be credited for the purposes of earning vacation credit on the basis of the weekly average hours worked during the last six weeks prior to the leave period.

Section 3. Accumulation and Payment.

- A. The vacation credit shall be accumulated between anniversary dates.

- B. Vacation payment is made in the same pay period in which the vacation is taken at the current rate of pay. Vacations are not accumulated and must be taken within twelve (12) months of the anniversary date at which they were earned.

Section 4. Scheduling. Vacations will, as far as possible, be granted at times most desired by employees on a seniority basis. If the same vacation time is requested by more than one employee, the employee who requested and was granted vacation first shall have the time off, regardless of seniority. If two or more employees request the same time off simultaneously, the employee with the highest seniority will be granted the time off. Vacation day(s) may be scheduled on a one-day basis of agreed between the supervisor and the employee.

Section 5. Forfeiture of Vacation Credit. Vacation credit is forfeited for employees in the following categories:

- A. Employees who are discharged for cause any time shall not receive vacation credit unless said dismissal is reversed through the grievance procedure or arbitration.
- B. Employees who leave the service without completing one (1) year of service.
- C. Employees who leave the service without giving at least two (2) weeks written notice.
- D. Employees who fail to utilize the vacation credit one (1) year after it is earned.

Section 6. Vacation Rights at Separation. Except as otherwise provided for under this Article, an employee who is separated from the City's payroll before receiving all vacation for which he/she had become eligible prior to the time of his/her employment termination shall receive at the time of termination pay for that portion of his/her vacation due but not received.

ARTICLE XVIII **HOLIDAYS**

Section 1. The following shall be recognized as holidays under this Agreement and eligible for payment as set forth herein:

Martin Luther King Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day,
Day after Thanksgiving, Christmas Eve Day,
Christmas Day, New Years Eve, New Years Day and
Employee's Birthday.

Section 2. All employees who have completed their probationary period prior to the above holidays shall be entitled to holiday pay for those holidays. Holiday pay shall be equal to the number of hours of an employee's normally assigned shift at straight-time pay.

Section 3. It is agreed that, to be eligible for holiday pay, the employee shall have been in attendance at his/her duties during the scheduled work days immediately preceding and subsequent to the holiday in question.

Section 4. When an authorized holiday, as specified above, falls within an employee's vacation period, the employee shall receive an additional day's pay at the holiday rate to which he/she is otherwise entitled, provided the employee is entitled to holiday pay.

ARTICLE XIX **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 (3) months. Copy of such leave papers shall be given to the Union.

Section 2. Requests for leave of absences 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. If an employee obtains a leave of absence other than stated at the time the request is made, the employee will be terminated from his/her job without recourse.

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 Employer without recourse.

Section 4. Time absent while on leave shall not be counted as time worked for any fringe benefit purposes. Seniority shall accumulate during such leave.

Section 5. Upon return of an employee from a leave of absence, he/she shall be re-employed at work at his/her job classification. Failure to return to work on the exact day scheduled, after being notified in writing at least seventy-two (72) hours previously, shall be cause for termination at the sole discretion of the Employer. No employee shall return to work prior to the expiration of his/her leave unless a two (2)-week notice is given and an employee with more seniority is not displaced.

ARTICLE XX
JOB-INCURRED INJURY

Section 1. In the event a non-probationary employee sustains an occupational injury and the employee so injured is entitled to - and actually receives - disability compensation benefits under the Michigan Workers' Compensation Law, in addition the Employer will augment or supplement said state disability compensation benefits by contributing an amount of twenty-five (\$25) dollars per week, or the difference between the average weekly wages of the employee during the thirteen (13) weeks prior to the injury and the State Workers' Compensation benefits received, whichever is less.

Section 2. A non-probationary employee shall be eligible to receive such supplemental benefits after the third (3rd) week of receiving state disability compensation for a period not to exceed twenty-six (26) weeks. In the event state disability compensation is discontinued, the Employer-provided disability supplement shall also be discontinued.

Section 3. The provisions of this Article shall apply to injuries incurred on or after the date this Agreement is effective.

ARTICLE XXI
UNIFORMS

Section 1. Where the Employer requires uniforms to be worn while on duty, they will be furnished by the Employer.

Section 2. The employees shall give reasonable and proper care to such apparel and shall keep it clean and in proper condition.

Section 3. The Employer will replace such items when, at the discretion of the Employer, such replacement is considered necessary.

ARTICLE XXII
HEALTH INSURANCE

Section 1. The Employer shall pay 50% of the total cost of the existing health insurance for employees who elect to enroll, have completed one (1) year of service with the Employer and work four (4) or more hours, but less than six (6) hours per day. The Employer will pay 75% of the premium for employees working six (6) or more hours per day following one year of service. All employees working six or more hours per day, who have completed four consecutive years of employment will be eligible for full health insurance coverage provided they meet the requirements for health insurance identified in Section 2. All employees hired after October 16, 1995 will have 50% of the total cost of the existing health insurance for employees paid by the City, and

only after the employee has completed one (1) year of service with the City of Mount Clemens.

Section 2. The Employer shall not pay the cost of the hospital and medical plan whereat the effective date of coverage for said employee is already covered by a hospital-medical plan. In the event the subscriber of such a hospital medical plan ceases to be covered resulting in an employee losing member coverage, the Employer shall, upon notice and proof, enroll the affected employee at the earliest opportunity as provided under its existing plan.

Section 3. The Employer shall select the insurance carrier for employees. Only employee(s) currently covered under Blue Cross/Blue Shield as of November 1, 1989 will be allowed to continue in the plan.

Section 4. Only one spouse will be entitled to any form of health insurance if both married members of the same family work for the City. In addition, the spouse without insurance will not be entitled to any compensation in lieu of insurance.

Following the completion of four (4) full years of service an employee is entitled to full health care coverage provided the employee does not have insurance available from any other source.

Section 5. An employee who is eligible to receive full health insurance coverage may elect to be paid Fifty (\$50) dollars per month if eligible for prorated health insurance in lieu of coverage. This compensation in lieu of health insurance coverage is to be paid at the end of each calendar year that an employee elects not to have health insurance. The annual sum of Six hundred (\$600) dollars will be prorated on a monthly basis for any portion of a calendar year that an employee maintains health insurance.

An employee who is eligible for 50% of the total cost of existing health care insurance will receive a maximum monthly sum of Thirty-eight (\$38) dollars in lieu of health coverage at the end of each calendar year. This compensation in lieu of health care coverage is to be paid at the end of each calendar year that an employee elects not to have health insurance with the City. The annual sum of Four hundred fifty-six (\$456) dollars will be prorated on a monthly basis for any portion of a calendar year that an employee maintains health insurance.

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.

ARTICLE XXIII
LIFE INSURANCE

The City shall maintain life insurance in the amount of \$3,000 for all employees who have completed one (1) year of service.

ARTICLE XXIV
WAGES

Section 1. All employees shall be compensated in accordance with the following schedule of hourly rates.

July 1, 1994 - June 30, 1995

Effective July 1, 1994, wages for driver and maintenance - \$7.66 and for dispatcher - \$8.01

July 1, 1995 - June 30, 1996

	<u>Start</u>	<u>Completion of Probationary Period</u>	<u>One Year</u>
Dispatcher	\$6.81	\$7.12	\$8.21
Driver	6.50	6.81	7.85
Maintenance	6.50	6.81	7.85

July 1, 1996 - June 30, 1997

Dispatcher	\$6.81	\$7.12	\$8.41
Driver	6.50	6.81	8.05
Maintenance	6.50	6.81	8.05

July 1, 1997 - June 30, 1998

Dispatcher	\$6.81	\$7.12	\$8.62
Driver	6.50	6.81	8.25
Maintenance	6.50	6.81	8.25

Section 2. Employees who work twenty or more hours per week at a higher classification will be paid at the rate of the higher classification for all hours worked in that classification.

Section 3. The Employer agrees to pay the chauffeur's license that is required as mandated by federal regulations.

ARTICLE XXV
LONGEVITY

Section 1. In addition to the employee's regular salary, employees shall receive longevity for continuous years of service with the City within the Bargaining Unit, based on a maximum pay of fifteen thousand (\$15,000) dollars.

After 5 years of service 2%
After 10 years of service 4%
After 15 years of service 6%

Section 2. Longevity payment shall be payable during the month of December of each year. In case of death or retirement, longevity shall be prorated for that portion of the year completed.

ARTICLE XXVI
PENSION

No employee shall be eligible to participate in any City Pension Plan or system.

ARTICLE XXVII
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 rights. Each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically covered by this Agreement or 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 they negotiated or signed this Agreement.

ARTICLE XXVIII
DURATION

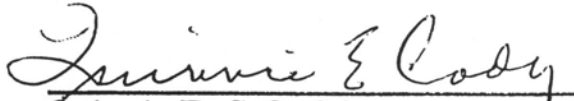
Section 1. This Agreement shall be effective beginning July 1, 1994, and continue in full force through June 30, 1998.

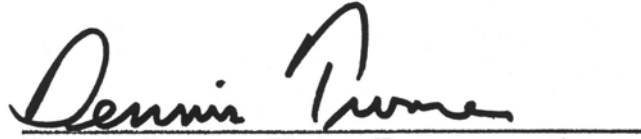
Section 2. If either party desires to terminated this Agreement, sixty (60) days prior to the termination date it shall give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if each party giving a notice of termination 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 to the current year's termination date.

Section 3. 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 modify this Agreement. Failure to provide such written notice as provided herein shall result in the continuation of this Agreement from year to year thereafter, subject to notice of desire to change or modify this Agreement on sixty (60) days written notice prior to the current year's termination date.

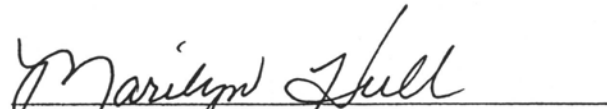
CITY OF MOUNT CLEMENS


INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE, AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA - UAW
LOCAL 155

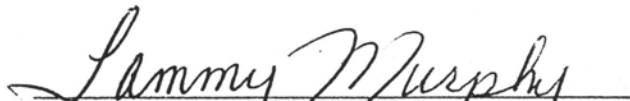

Quinnie E. Cody, Mayor


Dennis Turner, Union Representative


Warren D. Renando
City Manager


Marilyn Hull, President


Lauren A. Wood
Assistant City Manager


Tammy Murphy, Vice President

Date Signed: 11-6-95