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6/30/98

**AGREEMENT BETWEEN THE
CITY OF MOUNT CLEMENS
AND
THE INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, UAW
UNIT 38 OF LOCAL 412
EFFECTIVE JULY 1, 1994 TO JUNE 30, 1998**

Mount Clemens, City of

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ARTICLE 1 AGREEMENT

This Agreement is entered into this 3rd day of June, 1996 by and between the City of Mount Clemens, Mount Clemens, Michigan (hereinafter called the "Employer") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Unit 38 of Local 412, UAW (hereinafter called the "Union").

ARTICLE 2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined exclusively by the terms of this agreement for all building inspectors, including blight code enforcement inspectors and building code enforcement officers, plumbing and heating inspectors, and housing inspectors; excluding the electrical code inspectors, supervisors and all other employees.

ARTICLE 3 UNION SECURITY

Section 1.

- 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, 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.
- B. 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.
- C. 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.
- D. 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.

- E. Failure to comply with the provisions of this Article shall be cause for discharge of the employee.
- F. Upon written notice by the Financial-Secretary-Treasurer of 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 ten (10) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the ten (10) days of receiving notice of intent to discharge as referred to above such discharge shall be rescinded.

ARTICLE 4 UNION ACTIVITIES

- A. Members of the Bargaining Unit shall be allowed to utilize a meeting room for meetings, based on availability. Seven (7) days notice must be given to the Department Head. The meetings are not to be held during regularly assigned hours of work (before 5:00 p.m.).
- B. The Union shall be provided with proper space on the bulletin board for posting Union notices.
- C. The Union shall be provided with a reasonable allocation of area for storage and maintenance of its records, files and materials on the site of the City offices, if storage space is available, and with prior approval of the Department Head.

ARTICLE 5 SAVINGS CLAUSE

If a provision of this agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this agreement. The parties shall meet to bargain the effects of such changes of the invalid provision.

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 DUES AND INITIATION FEES

- A. 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.
- B. 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.
- C. 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 change shall require signed, written authorization from the Secretary-Treasurer of the Local Union.
- D. 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 Local Union 412 on a monthly basis.
- E. 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.
- F. 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 purposes of complying with the provisions of this Article.

ARTICLE 8
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. 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 2 of this Agreement, except discharge and discipline for other than Union activity.
- C. Seniority shall be the date of entry into a classification within the Bargaining Unit.
- D. Seniority for all other purposes, with the exception of layoff and recall, shall be the date of hire.

- 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.
- 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 leave-of-absence, unless such time is extended by the Employer.
 - 4. The employee retires.

ARTICLE 9 UNION REPRESENTATION

Section 1

There shall be one (1) Unit Chairperson/Steward chosen from among employees of this agreement in a manner to be determined by the Union. In the absence of the Chairperson/Steward an alternate shall be appointed.

Section 2

The Union shall designate to the Employer, in writing, the Chairperson/Steward. In the event there is a change in Chairperson/Steward, the Union shall give due notice to the employer or designated management representative within forty-eight (48) hours prior to such Chairperson/Steward taking over his/her duties.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

It is mutually agreed that all grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance under this Agreement shall be a claim filed by an authorized representative

of the Union stating that a specified provision of this Agreement has been violated, misinterpreted, or misapplied by the Employer to the employee's detriment or disadvantage resulting from events 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. An employee with a grievance may first discuss the matter with the Department Head, accompanied by his/her Union representative, with the objective of resolving the matter informally.

Step 2. Within seven (7) work days of an incident which is to result in a grievance or the meeting in Step 1, whichever is first, the aggrieved party must file a written complaint with the Department Head. Such complaint shall be specific and shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific references to the Articles and Sections of this Agreement which have allegedly been misinterpreted or violated. The aggrieved and his/her Union representative may discuss the grievance with the Department Head after the written grievance is received by the Department Head. The Department Head or his/her representative will answer the grievance in writing within seven (7) working days of receipt of the written grievance.

Step 3. The aggrieved party or the aggrieved'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 for the City of Mount Clemens or his/her designated representative within seven (7) working days of the answer at Step 2. The aggrieved, the Union, and the Assistant City Manager shall attempt to resolve the matter within five (5) working days thereafter. In the event the grievance is resolved, a written statement shall be signed by the aggrieved, the Union, and the Employer. Copies thereof shall be provided each of them. If, however, the grievance is not resolved, the Assistant City Manager shall be required to file with the Union a written answer to the grievance within ten (10) working days.

Step 4. Failing to resolve the grievance in Step 3, voluntary mediation with the mutual consent of both parties can take place. In the event that voluntary mediation does not resolve the issue, or one of the parties rejects voluntary mediation, Step 5 of the grievance procedure may be invoked by the Union. It is understood by both parties that mediation is not binding.

Step 5. The Regional Director or his/her designee of the Union, after receiving the grievance and its answers, will review the matter. If it merits appeal, the Regional Director or his/her designee may within thirty (30) days arrange a meeting with the Unit Chairperson/Steward and Assistant City Manager. At the option of the Union, other Union representatives 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 6. In the event the grievance remains unresolved after completion of Step 5 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 the consent of the Union.

The party desiring to arbitrate shall, within sixty (60) calendar days after the Step 4 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 and the employee or employees involved, the Union, and its members.

- C. 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 member, in any appeal to any Court or Labor Board from the decision of the Arbitrator.
- D. In the discharge or discipline of an employee, the arbitrator shall have the inherent power to determine the sufficiency of the circumstances involved and the reasonableness of the penalty imposed.
- E. 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.
- F. 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.
- G. 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.
- H. The Employer and the Union each agree not to withhold information necessary to the resolution of a grievance.
- I. 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.

- J. 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 of this Agreement.
- K. Excluded from 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.
- L. The fees and expenses of the arbitrator will be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. All fees of the American Arbitration Association for filing and processing of the arbitration case shall be borne by the party invoking arbitration.

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

- M. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that, once an employee is elected to pursue a remedy by State or Federal Law for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.
- N. 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 grievance without loss of pay, given the approval of their supervisor.

ARTICLE 11 EMPLOYEE DISCHARGE AND DISCIPLINE

Employees shall not be arbitrarily or capriciously discharged or disciplined.

Appeal from discharge or discipline must be taken within seven (7) 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 (those with (6) months service or less) shall not be subject to the grievance or arbitration procedures.

In the case of a discharge, the employee being discharge has the right to request an exit interview with his/her Department Head. At the employee's request the Chairperson/Steward may be present during such interview.

**ARTICLE 12
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.

**ARTICLE 13
LAYOFFS**

Section -1- Definition

The word "layoff" means a reduction in the number of employees in the unit.

Section 2.

If a layoff becomes necessary, employees shall be laid off or recalled according to seniority within the affected state certification.

The following general rules shall apply:

- a) Probationary employees shall be laid off first, then,
- b) Regular part-time employees, then,
- c) Regular full-time employees,
- d) A seniority employee who has received a layoff notice may bump the lowest seniority employee in a previously held state certification provided said employee is still certified.

Section 3.

Employees to be laid off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than fourteen (14) calendar days notice.

Section 4 - Recall

When the working force is increased after a layoff, employees shall be recalled in the inverse order of their 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 attempted delivery of said Notice of Recall, he/she shall be considered to quit.
- b) If any employee is laid off for a period of over two (2) years, any right to recall shall have deemed to have expired.

- c) The Employer is not obligated to take back persons who, during layoff, have been permanently incapacitated during employment elsewhere and are unable to perform all duties of the position to which he/she would be recalled.

ARTICLE 14 WORKING HOURS

- A. The regular work week for full-time employees covered by this Agreement 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 when necessary. In addition, each full or part-time employee shall be entitled to a one (1) hour lunch period, without pay, and a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon.
- B. When the Department is closed by the Employer due to snow storms or emergency conditions, all full-time bargaining unit members released from work shall be compensated for the balance of the shift. All employees are expected to report for work unless specially notified by the Employer to the contrary.

ARTICLE 15 OVERTIME

- A. An employee required to work more than thirty-seven (37-1/2) hours in any one week, shall be paid on the basis of one and one-half (1-1/2) times the employee's regular hourly rate.
- B. When a full-time employee works less than one (1) full hour overtime, the employee shall be paid on a prorated basis to the nearest next quarter hour.
- C. Overtime earned by an employee may, at the employer's discretion, be credited as compensatory overtime or it can be paid in cash at the appropriate rate. However, if no budgeted overtime funds are available, the Employer may elect to assign compensatory time in lieu of cash after informing the employee.
- D. Compensatory overtime hours, when taken off, must be with prior consent of management.
- E. It is understood that management can require an employee to work overtime after asking for volunteers.

ARTICLE 16
EDUCATION AND DEVELOPMENT

Section 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.

Section 2 - Required Training Programs

Whenever any member of the Bargaining Unit is assigned to attend any training program, the employee shall be compensated at his/her regular rate of pay for actual time spent in training. The 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.

Section 3 - In-Service Training Programs and Professional Meetings

- 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 meetings, 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.

Section 4 - Education Assistance Program

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 promotion position.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. Reimbursement shall be limited to Four Hundred (\$400) Dollars per participant per fiscal year for credit courses.
- F. Reimbursement for tuition shall be according to the following schedule:

One hundred (100%) percent for courses completed with "A", "B", "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 (100%) percent for courses completed.
- H. Reimbursement on required textbooks of courses completed with a "C", numerical equivalent, or better grade will be one hundred (100%) percent if textbooks are turned into the department.
- I. Employees must have prior approval before beginning the course(s) and submit documents showing final grade(s) received. The employee shall have completed a class when the term for which the school quotes the tuition fee concludes.
- J. Expenses such as student fees, lab fees, parking, mileage, etc., are not eligible for reimbursement.
- K. The employee is not eligible for compensation or compensatory time for attendance under this Section.

ARTICLE 17
LEAVE OF ABSENCE WITHOUT PAY

- A. A leave of absence without pay or fringe benefits may be granted, upon written application of the employee, at the Employer's discretion for periods of up to twelve (12) months. Such leave may be extended with the consent of the Employer at the written request of the employee prior to the expiration of the existing leave.
- B. Request 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.

- C. Time absent while on leave without pay shall not be counted as time worked for purposes of seniority or any fringe benefits.
- D. Upon return of an employee from a leave of absence, he/she shall be re-employed at his/her job classification. Failure to return to work at the scheduled time 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 approved by his/her supervisor.

ARTICLE 18 SICK LEAVE

- A. All full-time employees shall be entitled to sick leave with pay based on one (1) day per month.
- B. Full-time 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 employees upon retirement. Upon death, such payments shall be made to his/her designated dependents or his/her estate, if not designated. Any such pay shall be added to the employee's final average compensation for purposes of computing retirement benefits for employees hired before July 1, 1980.
- C. Any full-time 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 retired after July 1, 1980. Upon death, such payment shall be made to his/her designated dependents, or, if not designated, 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 shall be charged pro-rated sick time for the portion of the day which was not completed.
- E. The employer shall notify employees on a monthly basis indicating the number of sick days they have earned, taken, and their remaining balance. Errors in this report, if any, should be brought to the attention of the Court Administrator immediately.
- F.
 - (1) Sick leave may be used for a personal illness which prevents full-time employees from performing his/her duties; to personally care for a member of his/her immediate family who is seriously ill, or doctor/dentist appointments.
 - (2) Whenever possible, full-time employees will attempt to schedule doctor/dentist appointments in the first or last part of the day.
- G.
 - (1) Full-time employees who use paid sick leave for any purpose other than stated in Section (F) above will not receive pay for those days and will be subjected to further disciplinary action if the practice continues.

- (2) If potential abuse of sick leave is suspected, employees may be required to substantiate their absence with a doctor's certificate.

ARTICLE 19 BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family of a full-time 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, 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 accumulate compensatory time or vacation leave for extenuating circumstances by permission of the Employer.
- B. In the event of the death of a full-time employee's grandparent-in-law, the employee shall be entitled to use a maximum of the next two (2) working days, not charged to sick leave, to arrange or to attend the funeral and burial. Additional days may be obtained and charged to accumulated compensatory time or vacation leave for extenuating circumstances by prior approval of the Employer.
- C. A full-time 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 compensatory time or vacation leave for extenuating circumstances by prior approval of the Employer.

ARTICLE 20 PERSONAL HOLIDAY

Any full-time employee who uses less than seven and one-half (7-1/2) hours sick leave during a fiscal year (July 1 - June 30) shall be eligible for one (1) personal holiday during the next fiscal year. Eligible employees may take such leave in accordance with the procedures for taking earned personal business time. 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. Personal holidays are not cumulative from one fiscal year to the next and if not used within that fiscal year, shall be paid to the employee at his/her normal daily rate. Such payments shall be requested during the month of July.

ARTICLE 21 JURY DUTY

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

**ARTICLE 22
VACATIONS**

- A.** Following a full-time employee's anniversary date, the employee shall be entitled to ten (10) work days vacation at the regular straight-time rate.
- B.** Full-time employees who have completed seven (7) years of service shall be entitled to fifteen (15) work days vacation.
- C.** Full-time employees who have completed twelve (12) years of service shall be entitled to twenty (20) work days vacation.
- D.** Full-time employees who have completed twenty (20) years of service shall be entitled to twenty-five (25) work days vacation.
- E.** Full-time employees who have completed twenty-five (25) years of service shall be entitled to thirty (30) work days vacation.
- F.** In the event of separation from service, work periods of less than a full year for earning vacation time shall be pro-rated.
- G.** Vacation leave shall not be taken in advance unless approved by the Employer. Requests for vacation shall be made and answered within a reasonable length of time.
- H.** In no event shall vacations be taken until six (6) months of employment have been completed.
- I.** Official holidays occurring during a vacation shall 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 Employer.
- K.** Employees must take their entitled two (2) weeks of vacation first, then if requested, may be paid up to ten (10) days pay in lieu of taking vacation due, only with approval of the Department Head.
- L.** Upon separation from service, a full-time employee shall be paid for earned vacation time accumulated within one (1) year prior to the time he/she terminates employment with the City. In the event of a full-time employee's death, the employee's dependents, if designated, or the employee's estate, if not designated, shall be paid the employee's vacation pay.
- M.** During March of each year, the Employer will request that employees designate their vacation periods for the year on a specially prepared form.

- N. Shortly thereafter, affected employees will be notified by the employer of any scheduling conflicts. When two or more employees have requested similar time off, the highest seniority employee (s) shall receive preference.
- O. Employees who fail to schedule vacations in timely accordance with (M) above, and who later request vacation time off, shall forfeit their rights under (N) above.

**ARTICLE 23
HOLIDAYS**

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

- | | |
|------------------------|---------------------------|
| New Year's Day | Presidential Election Day |
| Martin Luther King Day | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | December 24 |
| Independence Day | Christmas Day |
| Labor Day | December 31 |
| Employee's Birthday | |

Full-time employees shall be paid their regular rate of pay for each of these holidays.

Any employee who is required to work on any of the above recognized holidays shall be paid at twice his/her regular hourly rate, plus holiday pay.

If holidays occur on Saturdays or Sundays and celebration of such is not covered by an inconsistent State Law, the Employer will permit employees 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.

Full-time employees must take their holiday on the date of the holiday, or the preceding Friday if it falls on Saturday, or the following Monday if it falls on Sunday.

Full-time employees who voluntarily work on their birthday will not receive additional compensation.

**ARTICLE 24
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
10 years of service and over	\$ 700
15 years of service and over	\$1,100
20 years of service and over	\$1,400
25 years of service and over	\$1,700

Such longevity payment shall be payable during the month of December of each year.

In case of death or retirement, longevity shall be pro-rated for that portion of the year completed. However, full-time employees who voluntarily quit before retirement, or who are dismissed for cause, before November 30 of any given year, shall not receive pro-rated longevity for that year.

A full-time employee's first longevity check shall be issued if he/she completes five (5) years of service by November 30 of a given year; otherwise, he/she will receive his/her first longevity check the following year between December 1 and December 10.

Continuous employment, for the purposes of longevity shall not be considered as interrupted when absences arise such as paid vacations, sick leave, or leave of absence authorized by the Employer. However, periods of approved unpaid leaves of absences shall not be counted as years of service for computing longevity.

Compulsory military service time, after a two-year of employment, will be included as continuous service time in the computation of longevity payments, provided the employee returns to the employ of the Court within sixty days after release from compulsory service with a branch of the U.S. Armed Forces.

Longevity compensation shall be a separate and distinct annual payment to those employees eligible, but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the City.

ARTICLE 25 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 Employer in addition to the money he/she receives under the Worker's Compensation Act. Payment shall total the difference between the Worker's Compensation benefits and his/her normal weekly net take home earnings, excluding overtime, from the first full day lost because of injury for the period of time he/she is unable to work and is eligible and receives payments under the Worker's Compensation Act, not to exceed twelve (12) weeks.

Section 2

In the event he/she receives Worker's Compensation benefits for a period greater than twelve (12) weeks, the employee may augment benefits by drawing on accrued sick leave benefits to which he/she is entitled. The amount of sick leave credit, when combined with the Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

Section 3

The provisions of this Article concerning the employee's obligation to supplement or augment benefits paid under the Worker's Compensation Act or the supplementation of Worker's Compensation benefits with sick leave benefits will only apply when:

- a) The employee is under the exclusive care of a physician provided by or approved by the Employer.
- b) The employee is complying satisfactorily with the instructions of the physician, and
- c) The injury is determined to be compensable under the Michigan Worker's Compensation Insurance Law.

**ARTICLE 26
ECONOMICS**

Part-time employees shall be paid no less than Fifteen (\$15) Dollars per hour following the first full year of employment.

**PLUMBING/MECHANICAL/BUILDING INSPECTOR
Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,204.64	\$619.32	\$15.483
33,311.20	640.60	16.015
34,517.60	663.80	16.595
35,765.60	687.80	17.195
37,044.80	712.40	17.810
40,755.52	783.76	19.594

**COORDINATOR/CODE INSPECTOR
Effective July 1, 1994**

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$32,221.80	\$619.65	\$16.524

HOUSING/BLIGHT INSPECTOR

Effective July 1, 1994

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$28,846.35	\$554.74	\$14.793

PLUMBING/MECHANICAL/BUILDING INSPECTOR

Effective July 1, 1995

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,171.84	\$637.92	\$15.948
34,311.68	659.84	16.496
35,553.44	683.72	17.093
36,838.88	708.44	17.711
38,157.60	733.80	18.345
41,978.56	807.28	20.182

COORDINATOR/CODE INSPECTOR

Effective July 1, 1995

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$33,189.00	\$638.25	\$17.020

HOUSING/BLIGHT INSPECTOR

Effective July 1, 1995

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$29,712.15	\$571.39	\$15.237

PLUMBING/MECHANICAL/BUILDING INSPECTOR

Effective July 1, 1996

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$34,168.16	\$657.08	\$16.427
35,341.28	679.64	16.991
36,620.48	704.24	17.606
37,945.44	729.72	18.243
39,303.68	755.84	18.896
43,239.04	831.52	20.788

COORDINATOR/CODE INSPECTOR
Effective July 1, 1996

\$34,185.45	\$657.41	\$17.531
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HOUSING/BLIGHT INSPECTOR
Effective July 1, 1996

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$30,605.25	\$588.56	\$15.695

PLUMBING/MECHANICAL/BUILDING INSPECTOR
Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$35,193.60	\$676.80	\$16.920
36,402.08	700.04	17.501
37,720.80	725.40	18.135
39,085.28	751.64	18.791
40,483.04	778.52	19.463
44,536.96	856.48	21.412

COORDINATOR/CODE INSPECTOR
Effective July 1, 1997

\$35,211.15	\$677.14	\$18.057
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HOUSING/BLIGHT INSPECTOR
Effective July 1, 1997

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
\$31,523.70	\$677.14	\$18.057

**ARTICLE 27
PENSION**

The City of Mount Clemens, shall provide pension benefits as provided in the City of Mount Clemens Employees Retirement System for general employees. All full-time employees under this Agreement are entitled to participate in this pension plan which shall be equal to the Macomb Municipal Employees Association pension benefits.

**ARTICLE 28
REVIEW OF PERSONNEL FILE**

Employees may schedule an appointment with the Personnel Office to review their personnel file.

**ARTICLE 29
INSURANCE**

A. Life Insurance

1. The City shall maintain life insurance in an amount equal to base yearly income rounded to the nearest thousand, not to exceed Twenty Thousand (\$20,000) Dollars. All non-probationary full-time employees shall be eligible for this coverage.
2. Each employee retiring shall be provided continuation of Five Thousand (\$5,000) Dollars Group Life Insurance.

B. Medical and Hospital Insurance

1. All eligible full-time employees whose date of employment began on or before July 1, 1990 at their option, will be entitled to Blue Cross/Blue Shield insurance; the Blue Cross/Blue Shield Preferred Provider Option (PPO); a Health Maintenance Organization (HMO) plan offered by the City, or \$1,500 cash incentive in lieu of health insurance.

However, the City shall have sole discretion to determine the type of health insurance, the carrier and benefits for any eligible full-time employees whose date of employment began on or after July 2, 1990. An employee hired on or after July 2, 1990 shall not have the right to exercise any options regarding health insurance. The terms health insurance as used herein shall include, but not be limited to, optical, dental and/or any other insurance benefits relating to the treatment of any mental or physical infirmity of an employee.

Comprehensive Hospital, Semi-private, Riders D45NM, IMB, F, SA, MVF-1, and Riders ML, OB, FC, SD-1, Master Medical BC BS '65 Opt. 5, \$2.00 co-pay

prescription rider, DCCR coverage (Option to add or pay for coverage), Mandatory Second Opinion and Prevent Program.

2. Upon retirement, the City shall furnish Group coverage Blue Cross/Blue Shield for the retiree and spouse, as follows:

(Same as identified riders for Blue Cross/Blue Shield above, less IMB, OB Riders.) However, the City shall have sole discretion to determine the type of health insurance, carrier and benefits for those retirees whose date of employment began on or after July 2, 1990.

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. The following schedule will be used in determining retiree medical benefit coverage for all employees hired after July 1, 1994.

<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%

3. Upon reaching age 65, the coverage above will automatically reduce to the Blue Cross/Blue Shield '65 plan. If coverage is afforded by other employment, the above coverage will be terminated. In addition, coverage will be extended only as long as the retiree or spouse is collecting a retirement income from the City of Mount Clemens.

4. As an alternative to Blue Cross/Blue Shield, a retiree may elect a health maintenance plan or a sum of \$1,500 annually in lieu of health insurance coverage for the retiree and his/her spouse.
5. Employees covered by this agreement electing not to take a health insurance plan will receive an annual sum of \$1,500 to be paid at the end of each calendar year that said employee elects not to have health insurance. This sum will be pro-rated on a twelve month basis for each month that an employee maintains health insurance. Thus, on a calendar year basis an employee will receive \$125 per each month that said employee has not used the City's health insurance plan, which will be paid in December of each year.

If married members of the same family work for the City, only one spouse will be entitled to any form of health insurance. In addition, neither spouse will be entitled to the annual \$1,500 option in lieu of health insurance as long as the married couple 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 at some future time when his/her insurance coverage is terminated elsewhere, which will allow the employee to resume coverage with the City the month following his/her completion of a health application and a transfer form. Furthermore, only employees who have health insurance elsewhere will be eligible for this plan. The employee must show proof of health insurance elsewhere prior to qualifying for this plan and agree to sign the City's insurance waiver form.

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

NOTE: As used in Section 2 above, the term "spouse" means the person to whom a retiree was married at the time employment with the City last terminated.

C. DENTAL PLAN

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

**ARTICLE 30
MISCELLANEOUS ALLOWANCES**

- A. Full-time members of the Bargaining Unit will receive an eighty dollar (\$80.00) mileage allowance per month.

- B. The Employer agrees to furnish copies of the Collective Bargaining Agreement to all members of the Bargaining Unit.
- C. The Employer shall provide all members of the Bargaining Unit a parking sticker for the parking lot adjacent to the Municipal Building.

**ARTICLE 31
PART-TIME EMPLOYEES**

Part-time employees will not be entitled to any fringe benefits.

A part-time employee will be defined as an employee working not less than fifteen (15) hours nor more than thirty-five (35) hours on a regularly scheduled basis per week.

**ARTICLE 32
MANAGEMENTS RIGHTS CLAUSE**

The Employer, on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, as amended and other general statutes delineating rights, powers, and duties of cities, the laws and Constitution of the State of Michigan, and 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 activities of the employees.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, dismissal, or demotions; 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 Employer, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the specific and expressed terms of this agreement, and then only to the extent such specific and expressed 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 33
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 requests an FMLA leave, he/she must 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 34 DURATION

This Agreement shall continue in full force and effect until the 30th day of June, 1998.

If either party desires to modify or change this Agreement, it shall give written notice to the other party at least sixty (60) days prior to the termination date set forth herein. If neither party gives notice of intent to modify or change this Agreement or if the party or parties giving notice withdraw same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice by either party sixty (60) days prior to the termination date or any anniversary thereof.

In witness whereof, the parties hereto have executed this Agreement on the 3rd day of June 1996.

APPENDIX A

Foul weather gear and safety shoes - The City will reimburse only full-time employees up to a maximum of \$200.00 for the remainder of the contract term. Receipts must be submitted prior to reimbursement. All gear must be authorized by the Department Head before purchase is made. This is a one-time only reimbursement expiring on June 30, 1998.