

3676

6/30/99

AGREEMENT

BETWEEN

CITY OF ORCHARD LAKE VILLAGE
("EMPLOYER")

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL NO. 25, AFL-CIO, AND ITS CITY
OF ORCHARD LAKE VILLAGE LOCAL NO. 2720
("UNION")

Orchard Lake Village, City of

JULY 1, 1996 THROUGH JUNE 30, 1999

TABLE OF CONTENTS

PAGE

ARTICLE I. EMPLOYEES COVERED	5
Section 1.1 Full-time Employees	5
Section 1.2 Part-time Employees	5
Section 1.3 Temporary Employees	5
ARTICLE II. UNION STATUS	5
Section 2.1 Recognition	5
Section 2.2 Non-Discrimination Because of Union Membership	6
Section 2.3 Initiation Fee and Checkoff	6
Section 2.4 Union Steward	6
Section 2.5 Steward's Pay for Local Union Representation	6
Section 2.6 Union Bulletin Board	7
ARTICLE III. DISCHARGE	7
Section 3.1 Reasons and Rights	7
Section 3.2 Disciplinary Discharge	7
Section 3.3 Misconduct Discharge	8
ARTICLE IV. SENIORITY	8
Section 4.1 Acquisition of Seniority	8
Section 4.2 Accrual of Seniority	8
Section 4.3 Retention of Seniority	9
Section 4.4 Loss of Seniority	9
ARTICLE V. LAYOFF AND RECALL	9
Section 5.1 Order of Layoff and Recall	9
Section 5.2 Layoff and Recall Procedure	9
ARTICLE VI. WORKING TIMES	10
Section 6.1 Normal Work Day	10
Section 6.2 Normal Work Week	10
Section 6.3 Work Obligation	10
Section 6.4 Schedule of Working Time	10

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
ARTICLE VII. MONETARY BENEFITS	10
Section 7.1 Pay Bases	10
Section 7.2 Regular Pay Rate	10
Section 7.3 Overtime	11
Section 7.4 Show Up Time	11
Section 7.5 Work Clothing Allowance	11
 ARTICLE VIII. TIME NOT WORKED	 12
Section 8.1 Court Appearances	12
Section 8.2 Holidays	12
Section 8.3 Vacation Entitlement and Schedule	13
Section 8.4 Time Off for Training	14
Section 8.5 Personal Leave	14
Section 8.6 Occupational Injury Leave	14
Section 8.7 Time Off for Work During an Emergency	15
 ARTICLE IX HEALTH, LIFE, DISABILITY AND PENSION BENEFITS .	 15
Section 9.1 Hospitalization	15
Section 9.2 Life and Disability Benefits	15
Section 9.3 Dental Benefits	16
Section 9.4 Optical Insurance	16
Section 9.5 Pension	16
Section 9.6 Sick Days	16
 ARTICLE X. GRIEVANCES	 17
Section 10.1 Procedure	17
Section 10.2 Informal Adjustment	17
Section 10.3 Problem Adjustment	17
 ARTICLE XI. LONGEVITY PROGRAM	 19
 ARTICLE XII. HIRING REQUIREMENTS	 20
 ARTICLE XIII. WORK OR BUSINESS INTERRUPTION	 20
Section 13.1 Strike or Lockout	20
Section 13.2 Union Obligation and Liability	20
Section 13.3 Employer Rights	21

TABLE OF CONTENTS

PAGE

Section 13.4 Performance of Regular
Work Assignments

21

**ARTICLE XIV. EFFECTIVE DATE AND
DURATION.**

21

Section 14.1 Period of Agreement

21

Section 14.2 Termination of Agreement

21

SIGNATURE PAGE

23

**EXHIBIT A AUTHORIZATION FOR PAYROLL
DEDUCTION FORM**

EXHIBIT B PAY SCHEDULE

AGREEMENT

ARTICLE I. EMPLOYEES COVERED

Section 1.1 Full-Time Employees

This Agreement applies to all regular, full-time Employees of the City of Orchard Lake Village who are assigned to the Department of Public Works and to the regular full time Administrative Clerk, Police Clerk, Accounting Clerk and Building/Assessing Clerk.

Section 1.2 Part-Time Employees

Except as otherwise provided herein, this Agreement applies to a part-time Assistant City Clerk, provided such Assistant City Clerk has been employed by the Employer for an average of at least twenty (20) hours per week for a period of at least two (2) consecutive fiscal years and that it is expected that such Assistant City Clerk will continue to be employed by the Employer for an average of at least twenty (20) hours per week during each fiscal year thereafter. Certain sections of this Agreement which are specifically noted herein shall not apply to part-time Assistant City Clerk.

Section 1.3 Temporary Employees

In the event that the Employer in its sole discretion deems it necessary to hire an Employee on a temporary basis for the purpose of maintaining the manpower requirements of the Department of Public Works, such Employee shall not be covered by this Agreement, provided the Employer notifies the Union in writing that the Employee is to be hired on a temporary basis, not to exceed four (4) months in any fiscal year. At any time subsequent to the hiring of said temporary Employee, the Employer may, in its sole discretion, classify such Employee as a full-time Employee, in which event he shall become covered under this Agreement and shall acquire seniority pursuant to Section 4.1.

ARTICLE II. UNION STATUS

Section 2.1 Recognition

The Employer recognizes the Union as exclusive collective bargaining representative of the Employees described in Sections 1.1 and 1.2. However, an individual Employee or group of Employees covered by this Agreement has the right to present a grievance to the Employer and have it adjusted without intervention by the Union, so long as the adjustment is not inconsistent with this Agreement and a representative of the Union has been given an opportunity to be present at the time such grievance is presented.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Section 2.2 Non-Discrimination Because of Union Membership

The Employer will not discriminate against any Employee on the basis of his membership or non-membership in the Union. No Employee shall, as a condition of continued employment with the Employer, be required to become a member of the Union.

Section 2.3 Initiation Fee and Checkoff

During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the initiation fee and periodic dues required by the Constitution and By-Laws of the Union from the pay of each Employee who elects to join the Union and who executes or has executed the "Authorization for Payroll Deduction" form attached hereto as Exhibit A. The amounts to be deducted shall be certified to the Employer by the Union Steward of the Local Union and the aggregate deductions of all Employees shall be remitted by the Employer, together with an itemized statement, to the Union Steward of the Local Union within fifteen (15) days from the date such initiation fee or dues are withheld from an Employee's pay.

Section 2.4 Union Steward

The Local Union may have one steward and one alternate steward, each of whom must be an Employee. The steward and the alternate steward shall represent the Employees with respect to this Agreement. The names of the Employees selected as steward or alternate steward shall be certified to the Employer in writing by the Union. The alternate steward shall have authority to represent Employees under the terms of this Agreement only when the steward is not on duty.

Section 2.5 Steward's Pay for Local Union Representation

The Local Union steward will be permitted reasonable time off to function in the grievance procedure when required, including the investigation of grievances, provided, however, that pay for such time off shall not exceed four hours in any month. There shall be no carry-over to any succeeding month of any time off allowance provided pursuant to this Section 2.5. Before taking such time off, the steward must obtain permission from the Department Head to leave his duty station for such activity. Pay for such time shall be at the Employee's regular rate of pay for all time consumed in such activities outside of the regular shift. No more than one Employee per shift shall receive pay for such activity during any work day. When the steward is off duty and is called in for Union business, he shall be paid his regular compensation.

The delegate and alternate shall be permitted to attend the first and second contract negotiation meeting for the purpose of discussion on the ground rules and initial presentation of proposals. Thereafter, the alternate shall attend in the event the delegate is unable to participate in a scheduled negotiation meeting.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Section 2.6 Union Bulletin Board

The Employer will make a bulletin board available for the use of the Employees and the Union for the purposes of posting notices of Union activities and other official announcements. Said bulletin board shall not be used by any Employee for personal business.

ARTICLE III. DISCHARGE

Section 3.1 Reasons and Rights

Employees shall be discharged or disciplined only for just cause, which may include, but is not limited to, the disciplinary reasons set forth in Section 3.2 and the misconduct reasons set forth in Section 3.3. A discharged Employee is entitled to a hearing before the City Council after he receives a reason for his discharge in writing. An Employee shall be given one written warning before he is discharged. If an Employee is discharged for disciplinary reason, as set forth in Section 3.2, the Employer shall give such Employee two weeks' notice or two weeks' pay in lieu of notice. As a disciplinary measure, the Employer may require the Employee to forfeit a certain number of leave days at the discretion of the Employer.

An Employee may be discharged for misconduct, as set forth in Section 3.3, without a prior written warning, in which event, a two week notice shall not be required and no pay shall be given to such Employee other than pay due him to the date of discharge.

Section 3.2 Disciplinary Discharge

May occur for the following reasons:

- a. Repeated unexcused tardiness or absence
- b. Insubordination
- c. Failure to do assigned work
- d. Leaving work without permission
- e. Misuse of sick days
- f. Unreported sickness on a work day
- g. Unauthorized use of City equipment
- h. Damage or destruction of City property without report to proper authority.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Section 3.3 Misconduct Discharge

May occur for the following reasons:

- a. Reporting for work with discernible evidence of having partaken of an intoxicant.
- b. Reporting for work under the influence of any medication affecting or impairing work ability.
- c. Partaking, during working hours, of any intoxicant or medication which impairs work ability.
- d. Any conduct involving moral turpitude.
- e. Committing a felony.
- f. Assault and battery or attempted assault and battery on fellow Employees.
- g. Intentional falsification of a report to be used for municipal purposes.

ARTICLE IV. SENIORITY

Section 4.1 Acquisition of Seniority

An Employee will acquire seniority after completing his probationary period and such seniority will then date from the date of employment. The probationary period for Employees assigned to the Department of Public Works shall be twelve (12) months from the date of employment; the probationary period for clerical employees shall be twelve (12) months from the date of employment and the probationary period for a part-time clerical employees shall be two (2) consecutive fiscal years during which such employees are employed by the Employer for an average of at least twenty (20) hours per week.

Section 4.2 Accrual of Seniority

An Employee who has completed his probationary period and whose employment has not terminated will accrue seniority from the date of employment:

- a. While actively at work
- b. While on holiday leave or vacation
- c. While on leave for military service (preceding any voluntary extension of such service)

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

- d. During authorized leave for illness or disability as long as conditions of such leave are complied with
- e. While on written authorized educational leave relating to City work

Section 4.3 Retention of Seniority

An Employee whose employment has not been terminated will retain, but not accrue, seniority in the following cases:

- a. While on leave of absence other than those listed in Section 4.2
- b. While assigned to a position not covered by this Agreement
- c. While on layoff

Section 4.4 Loss of Seniority

An Employee will lose his seniority in the following cases:

- a. If he resigns
- b. If he is discharged
- c. After one year on continuous layoff
- d. After being absent due to illness or disability for one year
- e. Voluntary extension of military service

ARTICLE V. LAYOFF AND RECALL

Section 5.1 Order of Layoff and Recall

The Employer will lay off in inverse seniority order (lowest seniority Employee first layoff, etc.) based on the remaining Employees' ability to do necessary work. The Employer will recall in order of seniority (highest seniority Employee recalled first, etc.) subject to the ability of the senior employee to do the necessary work.

Section 5.2 Layoff and Recall Procedure

The Employer will recall an Employee from layoff by certified mail. Such notice of recall will specify a date and time for the Employee to return to work. The Employee must indicate his acceptance of the recall within five (5) days of the date he received the

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

recall notice. If the Employee does not notify the Employer of his acceptance of the recall, his seniority rights will terminate and it will be assumed that the Employee has resigned. If he accepts recall, he must return to work on the date and time specified in the recall notice. It will be assumed that the Employee has resigned if he does not so report.

ARTICLE VI. WORKING TIMES

Section 6.1 Normal Work Day

Eight (8) hours per day including one-half (1/2) hour lunch period.

Section 6.2 Normal Work Week

A normal work week consists of five (5) consecutive work days, Monday through Friday.

Section 6.3 Work Obligation

Unless he has a valid excuse, an Employee will work the time assigned to him and such reasonable overtime as the Employer may require. The Department Head or Employer has no obligation to assign overtime work to any certain employee.

Section 6.4 Schedule of Working Time

The Department Head or Employer will post a schedule of duties if necessary, but may change such schedule with valid reasons. If the schedule is changed, the Employee is entitled to forty-eight (48) hours notice unless an emergency exists and such notice is not possible. The schedule may be changed without notice to accommodate the particular Employee involved.

ARTICLE VII. MONETARY BENEFITS

Section 7.1 Pay Bases

Except as otherwise expressly stated in this Agreement, an Employee will be paid only for the time actually worked.

Section 7.2 Regular Pay Rate

- a. The regular monthly rate of compensation for an Employee described in Section 1.1 is 1/12th of his annual wage. Wages will be paid on the fifteenth and the thirtieth of each month. If the fifteenth and thirtieth day of the month are other than a regular work day, wages will be paid on the preceding regular work day.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

- b. An Employee described in Section 1.2 shall be compensated on an hourly basis for each hour worked.
- c. During the period of this Agreement, the rates of compensation referred to in this Section 7.2 shall be determined pursuant to the schedule set forth in Exhibit B attached hereto.

Section 7.3 Overtime

An Employee described in Section 1.1 will receive overtime pay under the following conditions:

- a. An Employee shall be paid overtime pay for every hour worked in excess of a normal work day and/or normal work week.
- b. Pay for each overtime hour shall be equal to one and one-half (1 1/2) times an Employee's hourly rate, which shall be determined by dividing his annual wage by 2080 hours.
- c. Pay for each overtime hour worked on a Sunday shall be at double the Employee's hourly rate, which shall be determined by dividing his annual wage by 2080 hours.
- d. An Employee will not receive overtime pay if such excess time is the result of changing the schedule of duties to accommodate him.
- e. Overtime will be computed in one-quarter (1/4) hour segments to the nearest quarter hour.
- f. Overtime may be paid in cash or converted to days off at the option of the Employee, provided, however, that any overtime hours accrued as of April 1 in any given year must be paid or taken as days off prior to December 1 of such year.

Section 7.4 Show Up Time

If any Employee reports for work and works less than two (2) hours by reason of conditions beyond his control, he shall be paid for two (2) hours, provided, however, there shall be no duplication of payment for hours paid under this Section 7.4 and hours paid for the same period under any other Section of this Agreement.

Section 7.5 Work Clothing Allowance

- a. The Employer shall pay to each Employee who is assigned to the Department of Public Works, a work clothing allowance for the maintenance, repair and

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

replacement of his work clothing and equipment. The amount of the uniform allowance shall be \$650.00 per year and will be paid in two (2) installments of \$325.00 each, one payment in June and one payment in December of each year.

- b. Upon completion of one-half (1/2) of the probationary period, an Employee shall be entitled to receive the next scheduled uniform allowance payment.
- c. Each Employee shall maintain his clothing and equipment in conformity with the rules and regulations established by the Employer.

ARTICLE VIII. TIME NOT WORKED

Section 8.1 Court Appearances

An Employee who is required by a court of law to appear in such court will not be charged for his time off, such as jury duty, witness etc. If an Employee receives compensation for jury duty, the amount of such compensation shall be deducted from the pay due from the Employer for the period such Employee is on jury duty. If a court appearance is the result of an Employee's doing or choice, he will be charged for his time off.

Section 8.2 Holidays

- a. Except as otherwise provided in this Section 8.2, each Employee described in Section 1.1 shall be entitled to one day off with regular pay for each of the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving

Christmas Day
Christmas Eve
New Year's Eve
Good Friday
Washington's Birthday
Martin Luther King's Birthday
Employee's Birthday

- b. Employees who are assigned to the Department of Public Works will be required to work on Washington's Birthday and such Employees will be entitled to one day off on some other date for this holiday. If the Council directs that the City Offices shall be open on Washington's Birthday, the Clerk's Office Employees will be required to work on such day and will be entitled to one day off on some other date.
- c. If an Employee who is assigned to the Department of Public Works is required to work on any of the holidays listed in paragraph (a) of this Section 8.2 (excluding

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Section 8.4 Time Off for Training

If any Employee is required to attend in-service training or school during any regularly scheduled work day, all time under eight (8) hours per day spent in attendance at such training or school shall be considered as time worked.

Section 8.5 Personal Leave

An Employee may be granted personal leave under the following conditions:

- a. Twenty-four (24) hours leave with pay for personal business during each fiscal year with provision for an additional sixteen (16) hours of personal leave when there is a serious illness in the immediate family.
- b. In case of death in the Employee's family, which shall include the Employee's husband, wife, child, brother, sister, parents, parents-in-law, or grandparents, a leave of three (3) days will be granted with no loss of wages or leave time.
- c. An Employee may be granted additional personal leave without pay in such circumstances as the Employer shall approve (out-of-state death and/or funeral arrangements).
- d. An Employee shall consume all personal leave available under Paragraphs a. and b. of this Section 8.5 before making any application for additional personal leave.

Section 8.6 Occupational Injury Leave

Every Employee who is unable to work as a result of any injury received in the performance of his duties for the Employer shall receive compensation during the period of disability for the following periods and in the following amounts:

- a. During the first seven (7) days of disability the Employer will pay disabled Employee who is described in Section 1.1 his regular pay for such period. In the event it is subsequently determined that such Employee is eligible for Worker's Compensation under the laws of the State of Michigan for such seven (7) days of disability, any Worker's Compensation paid or payable to such Employee shall be paid over to the Employer.
- b. After the first seven (7) days of disability an Employee who is eligible for Worker's Compensation under the laws of the State of Michigan will be paid directly by the Employer's Worker's Compensation insurance carrier.
- c. The Employer will pay an Employee who is described in Section 1.1 and who is eligible for Worker's Compensation benefits, the difference between his

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Worker's Compensation benefits and his regular pay. Such payments shall be made by the Employer while the Employee is receiving Worker's Compensation benefits, but in no event shall such payments be made for more than six (6) months. Upon the expiration of such six (6) month period, the Employer's direct payment obligation hereunder shall cease.

Section 8.7 Time Off for Work During an Emergency

- a. If in an emergency situation an Employee is required by the City to be on continuous duty (at the City Garage and/or working within the City Limits) in excess of twenty-four (24) hours on a regular working day, he then shall be entitled to one (1) day off with regular pay. Such day off may be taken any time within one (1) year of the date he worked in excess of twenty-four (24) hours.
- b. An Employee who is entitled to take one (1) day off shall notify the Department Head at least five (5) days in advance of the day he intends to take off.

ARTICLE IX. HEALTH, LIFE, DISABILITY AND PENSION BENEFITS

Section 9.1 Hospitalization

The Employer will provide health and accident insurance coverage to an Employee who is described in Sections 1.1 and 1.2 pursuant to the Michigan Blue Cross Preferred Providers Operations Plan S, it being understood that such Plan will provide coverage for any Employee who retires under the Retirement Plan at or after age 55, after completing at least ten (10) years of employment with the Employer. Such coverage shall be provided until the retired Employee attains age 65 or until he becomes eligible for Medicare under the Federal Social Security Program, whichever occurs first. In addition to this, the City will contribute \$125.00 per employee and per spouse each month toward the supplemental coverage cost for retired employees who have become eligible for Medicare. The Employer's cost for coverage for a retired Employee shall be limited to the required premium for such retired Employee and his spouse, if any.

Employees who opt out of hospitalization insurance coverage through the City shall be paid an annual stipend of \$500.00 on June 15th for each calendar year the employee is not covered.

Section 9.2 Life and Disability Benefits

The Employer will provide an Employee who is described in Section 1.1 with non-occupational disability income benefits and life insurance benefits in the amount of \$50,000. as set forth in the Group Insurance Policy issued to the Employer by the Fidelity Mutual Insurance Company, its equivalent or better, for the duration of this Agreement, it being understood that such plan will provide a maximum of six hundred Dollars (\$600.00) weekly income disability benefit.

Section 9.3 Dental Benefits

The Employer will pay to Delta Dental Plan of Michigan (hereinafter referred to as "Delta") the premium required for Delta to pay for each Employee who is described in Section 1.1 and 1.2 and the premium required for Delta to pay for the spouse and children, if any, of each such Employee, one hundred percent (100%) of the cost of any Class I dental services and seventy five percent (75%) of the cost of any Class II prosthodontic services, subject to the limitations and provisions of the Delta policy previously issued to the Employer by Delta. In addition to this, the City will pay fifty percent (50%) of the Employee's and/or dependents' dental fees for Class III services, subject to the same limitations and provisions of the Delta policy. The City may provide the same benefit directly if the City chooses to do so.

Section 9.4 Optical Plan

The Employer agrees to provide optical benefits in the amount of two hundred dollars (\$200.00) per employee and per dependent each year .

Section 9.5 Pension

The Employer and the Employees agree to provide retirement benefits under the Michigan Municipal Employees Retirement System, Plan B-2, with a waiver of Section 47F with 25 years of service.

Section 9.6 Sick Days

- a. Each Employee who is described in Section 1.1 is entitled to one (1) sick day per month up to twelve (12) sick days per fiscal year. At the end of each fiscal year any unused days may be turned in for cash or may be retained in the Employee's bank of sick days, provided, however, that the number of sick days in an Employee's bank shall not exceed thirty (30). If payment of sick days is made in cash, the amount of such payment shall be based on an Employee's regular rate of pay at payment is made. All Employees hired before July 1, 1975 will receive a thirty (30) day bank of sick days. All Employees hired after July 1, 1975 will not receive a sick day bank.
- b. On (1) sick day shall be cancelled for each day an Employee is paid by the Employer or for each day he is paid a non-occupational disability income benefit pursuant to Section 9.2, while such Employee is off work because of sickness or accident and is not being paid pursuant to the provisions of Section 8.5 of this Agreement.

- c. An Employee may have accrued vacation leave commuted to his sick leave bank, provided for in Paragraph (1) of this Section 9.5, on the basis of one (1) day for each eight (8) hours of vacation leave accrued by him and not consumed under paragraph (b) of Section 8.3. The number of days to be added to an Employee's sick leave bank pursuant to this Paragraph (c) shall not exceed the number of days which, when added to the number of days in said bank at the end of the calendar year during which his vacation time was accrued, shall equal twenty-four (24). Any days added to an Employee's sick leave bank pursuant to this Paragraph (c) shall be subject to the provisions of Paragraph (d) of this Section 9.5

- d. In the event an Employee's employment with the Employer is terminated for any reason prior to retirement, any sick days in his bank at the time of such termination shall be forfeited. If an Employee's employment with the Employer is terminated by reason of retirement, any sick days then remaining in his bank shall be paid to him based on his regular rate of pay at the time payment is made.

ARTICLE X. GRIEVANCES

Section 10.1 Procedure

An Employee or group of Employees may initiate a grievance by serving a written notice of it on the Employer to be delivered to the Department Head within seven (7) days of the occurrence of the facts upon which it is based. Such notice will concisely state the facts on which the grievance is based and specify the nature of the grievance. In lieu of the above written notice, an Employee may ask for permission to discuss a certain problem with the Department Head. The Department Head will, within twenty-four (24) hours, notify the Employee as to whether or not an adjustment of the problem has been achieved. If no adjustment is within the authority of the Department Head, the Employee then may request that the Mayor or a member of the City Council be advised of the request and that the problem be presented for their consideration. The City Council will, within fifteen (15) days of the notice filed through the Department Head, notify the Department Head of its solution to the complaint and advise him of the necessary action to take. The results are to be put in writing and forwarded to the Employee.

Section 10.2 Informal Adjustments

Nothing in Section 10.1 shall prevent informal adjustment of any problem. So far as is reasonably possible, every problem will be resolved between the Employee and Department Head.

Section 10.3 Problem Adjustment

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

A. Scope - Except as provided in Section 10.3h of this Article X, every problem the Union or any Employee may have with the Employer (whether arising from a grievance, application, or interpretation of this Agreement, or otherwise) will be adjusted as stated in Section 10.3b through 10.3f of this Article X.

B. Procedure and Time Limits: Initiation

Either an Employee, a group of Employees or the Union may initiate a discussion and review of a problem by serving a written notice of it on the Employer within seven (7) days after occurrence of the facts on which the problem is based. Such notice will concisely state the facts on which the problem is based, specify each Section of this Agreement alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the Employer will not be required to discuss the problem.

c. Procedure and Time Limits: Step One

After a proper and timely notice is filed by an Employee or group of Employees as provided in Section 14.2, The Employer's designated representative and the Union's steward will discuss the problem. This discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after the Employer receives the required notice. The Employer will, within twenty-four (24) hours after written and signed adjustment of a problem at this Step One, notify the Union of such adjustment and if the Union does not serve a written objection to it on the Employer within seven (7) days after the date of adjustment, the adjustment will be final and the Employer will not be required to discuss it further except as the adjustment may otherwise provide. If the Union files a proper and timely notice, the problem will be considered in Step Two and Step One will be deemed completed as of the filing date of such notice.

d. Procedure and Time Limits: Step Two

If the problem is not adjusted in the time specified in Step One or if the Union serves a timely objection to any adjustment under Step One, the Employer's designated representative and representative of the Union will discuss it. The discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after the completion of Step One.

e. Procedure and Time Limits: Arbitration

If the problem is not adjusted in the time specified in Step Two, either the Union or the Employer may ask the American Arbitration Association to arbitrate it under its then current voluntary labor arbitration rules or its expedited arbitration rules, as modified by Section 10.3g of this Article X. The expedited arbitration rules shall be used only upon joint agreement by the parties. If the parties

cannot mutually agree on the use of expedited arbitration, then the standard voluntary arbitration procedure shall be followed. Any request for arbitration shall be initiated with simultaneous written notice to the other party, and if such request is not filed and notice given within seven (7) days after the completion of Step Two, the Employer will not be required to discuss the problem further.

f. Arbitrator's Decision and Compensation

The arbitrator will render his decision, in writing, after the problem has been submitted to him and his decision, when so rendered as required by law, will be final and binding on the parties. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

g. Limitations on Arbitrator's Authority

The arbitrator will have no authority to (a) add to, subtract from or in any way modify this Agreement, (b) substitute his discretion or judgment for the Employer's discretion or judgment with respect to any matter this Agreement assigns or reserves to the Employer's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any wage or classification of any Employee.

h. Informal Adjustment and Limitations

Nothing in this Article X will prevent informal adjustment of any problem, and the parties intend that, so far as reasonably possible, every problem will be resolved between the Employee and his supervisor. The procedure established by this Agreement for adjustment of problems will be the Union's exclusive remedy for any claimed violation of this Agreement by the Employer. No Employee or group of Employees other than those described in Article I of this Agreement shall have the right to initiate an arbitration proceeding. In computing any time limit specified in Section 10.3b through 10.3e, Saturdays, Sundays and holidays will be excluded.

ARTICLE XI LONGEVITY PROGRAM

Each Employee who has at least five (5) years of seniority shall be paid longevity pay as of June 30 and December 31 each year. The amount of such payment shall be based on an Employee's seniority and annual base pay and shall be determined from the schedule below, subject to the maximum payment set forth in the schedule. In the case of an Employee described in Section 1.2, "annual base pay" for the purposes of this Article XI shall be deemed to be two (2) times the actual compensation paid by the Employer to such Employee during the Six (6) months immediately preceding the date longevity is paid.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

Years of Seniority as of the June 30 or December 31 on which Longevity Payment is Made	Percentage of Annual Base Pay as of the June 30 or December 31 on which Longevity Payment is made
Less than five (5) years	-0-
Five (5) but less than (10) years	1.5%
Ten (10) but less than fifteen (15) years	2.5%
Fifteen (15) or more years	3.5%

ARTICLE XII HIRING REQUIREMENTS

a. Department of Public Works:

1. At least eighteen (18) years of age.
2. Eleventh (11th) grade education or better.
3. Good driving record (no suspended or revoked license).
4. Examination by accepted physician at City's cost.
5. No criminal record.
6. Good credit check.
7. Oral interview, references and medical history required.

b. Office Personnel

1. High school education with good typing and mathematical ability.
2. Good health and attendance record.
3. No criminal record.
4. References required.
5. Physical examination by accepted physician at City's cost.
6. Oral interview.

ARTICLE XIII. WORK OR BUSINESS INTERRUPTION

Section 13.1 Strike or Lockout

Neither the Union nor any Employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. Further, the Employer will not engage in any lockout during the period of this Agreement.

Section 13.2 Union Obligation and Liability

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

In the event of any violation of Section 13.1 of this Article XIII by an Employee, the Union will immediately, upon the Employer's request:

- a. Declare by whatever means the Employer may reasonably request that such action is unauthorized and in violation of this Agreement and Michigan Law.
- b. Order each Employee to return to work or otherwise cease such violation.
- c. Take such steps as are available to it under its Constitution and Bylaws to enforce compliance with said Section 13.1.

If the Union complies with these obligations, it will not be liable for any violation of Section 13.1 which it did not authorize.

Section 13.3 Employer Rights

The Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as it in its sole discretion may decide, any Employee who violates Section 13.1 and neither the Union nor any Employee shall question that right. However, the issue of fact as to whether a particular Employee violated such Section 13.1 will be subject to the grievance procedure under Sections 14.1 through 14.5 of this Agreement.

Section 13.4 Performance of Regular Work Assignments

Except in the event of a strike, work regularly assigned to and performed by Employees covered under this Agreement (i.e. operating of equipment) shall be performed only by such Employees unless all such Employees are fully employed. Notwithstanding the preceding provisions of the Section 13.4, an Employee described in Section 1.3 may be assigned any work regularly assigned to and performed by Employees covered under this Agreement, other than the operation of the road grader and backhoe.

ARTICLE XIV EFFECTIVE DATE AND DURATION

Section 14.1 Period of Agreement

THIS AGREEMENT shall be effective from 12:01 a.m. on July 1, 1996 to 12:01 a.m. and from year to year thereafter unless terminated as provided in Section 14.2

Section 14.2 Termination of Agreement

THIS AGREEMENT may be terminated at 12:01 a.m. on July 1, 1999 or on any subsequent date by written notice from either party delivered to the other at least ninety (90) days prior to July 1, 1999 or any subsequent date, of their intention to amend, modify or terminate this Agreement.

A.F.S.C.M.E. Union Agreement - 7/1/96 thru 6/30/99

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ⁰⁴ day of April 1997.

CITY OF ORCHARD LAKE VILLAGE
A Michigan Municipal Corporation

By: Richard T. Hartzell

Richard T. Hartzell, Mayor

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL NO.
25, AFL-CIO, AND ITS CITY OR ORCHARD
LAKE VILLAGE LOCAL NO 2720

By: Richard J. Wayne

Richard J. Wayne, Steward

By: Robert Yodanis

AFSCME,
Representing the Employees of the
City of Orchard Lake Village
Clerk's Office and Department of Public Works

EXHIBIT B PAY SCHEDULE

<u>Classification</u>	<u>Annual Rate of Pay</u> <u>7/1/96 thru 6/30/97</u>	<u>Annual Rate of Pay</u> <u>7/1/97 thru 6/30 98</u>	<u>Annual Rate of Pay</u> <u>7/1/98 thru 6/30 99</u>
<u>Dept. of Public Works</u>			
Starting Wage	\$31,935.00	\$32,893.00	\$33,880.00
One Year But Less Than Two Yrs	\$33,082.00	\$34,074.00	\$35,096.00
Two Years But Less Than Three Yrs.	\$34,228.00	\$35,255.00	\$36,313.00
Three or More Years	\$35,598.00	\$36,666.00	\$37,767.00
Foreman	\$38,424.00	\$39,577.00	\$40,764.00
<u>Clerical</u>			
Assistant City Clerk	\$25,760.00	\$26,533.00	\$27,329.00
Clerk/Typist-Two or More Yrs	\$22,855.00	\$23,541.00	\$24,247.00
Clerk/Typist One to Two Years	\$21,166.00	\$21,801.00	\$22,455.00
Clerk/Typist -Starting Wage	\$19,496.00	\$20,081.00	\$20,683.00
Admin. Clerk - Two or More Yrs	\$22,855.00	\$23,541.00	\$24,247.00
Admin. Clerk - One or Two Yrs	\$21,166.00	\$21,801.00	\$22,455.00
Admin. Clerk - Starting Wage	\$19,496.00	\$20,081.00	\$20,683.00
Police Clerk - Two or More Yrs	\$23,969.00	\$24,688.00	\$25,429.00
Police Clerk- One to Two Yrs	\$21,166.00	\$21,801.00	\$22,455.00
Police Clerk - Starting Wage	\$19,496.00	\$20,081.00	\$20,683.00
Accing. Clerk - Two or More Yrs	\$22,855.00	\$23,541.00	\$24,247.00
Accing Clerk - One to Two Yrs	\$21,166.00	\$21,801.00	\$22,455.00
Accing. Clerk - Starting Wage	\$19,496.00	\$20,081.00	\$20,683.00
Bldg/Assessing - Two or More Yrs	\$25,316.00	\$26,075.00	\$26,857.00
Bldg/Assessing - One to Two Yrs	\$21,166.00	\$21,801.00	\$22,455.00
Bldg/Assessing - Starting Wage	\$19,496.00	\$20,081.00	\$20,683.00