

3732

6/30/2001

AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

CITY OF PORTLAND EMPLOYEES CHAPTER OF LOCAL 1910
MICHIGAN AFSCME COUNCIL #25, AFL-CIO

EFFECTIVE DATE: JULY 1, 1998
TERMINATION DATE: JUNE 30, 2001
(60 DAY REOPENER)

THIS DOCUMENT WAS PREPARED
BY THE CITY OF PORTLAND

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Portland, City of

AGREEMENT

This agreement entered into on the _____ day of _____, 1995 between the CITY OF PORTLAND, hereinafter referred to as the "CITY" or "EMPLOYER", and the City of Portland Employees chapter of Local #1919, Council #25 AFSCME, hereinafter referred to as the "UNION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the representatives at all levels and among all employees.

RECOGNITION

Section 1.0 Collective Bargaining Unit. Pursuant to an in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

All employees of the City employed in the Waste Water: Treatment Plant Department, Electrical Departments, and all employees of the Department of Public Works and Parks and Cemetery Departments, BUT EXCLUDING all employees in the Police Department, office clerical or the City, Fire Department, Ambulance Department, and Supervisors as determined by the Commission.

Section 1.1 Union Responsibilities. The union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

UNION SECURITY

Section 2.0 Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time or become members thereafter shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union or 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 as above defined in subsection (a) or pay to the Union through the checkoff procedure an amount equal to monthly membership dues so long as they stay a nonmember or the duration of this Agreement, on or before the 30th day following the beginning of their employment in the unit or the effective date of this Agreement.

(c) An employee who shall tender an initiation fee (if already not a member) and the periodic dues uniformly required as a condition of acquiring and retaining membership shall be deemed to meet the conditions of this Section.

(d) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

(e) In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request for noncompliance with the Union's Security provisions of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms or liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with said provisions of this agreement.

Section 2.1 Checkoff.

(a) During the life of this Agreement, the Employer will deduct current uniform dues levied in accordance with the constitution and bylaws of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee in the form and according to the terms of the authorization form for dues deduction form to be supplied by Union.

(b) Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

(c) The employer will deduct current uniform dues from the pay of employees on the first (1st) pay period of each calendar month.

(d) 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 appropriate refund from the union.

(e) The Union shall indemnify and save the Employer harmless against any and 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 Employer for purpose of complying with any of the provisions of this Section.

(f) All sums deducted by the Employer shall be remitted to the financial officer at Michigan council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of employees from whom dues have been deducted not later than ten (10) days following the date on which such deductions were made.

(g) In the event the Union requests that the Employer deducts monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Local Union's constitution.

(h) The employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made.

(i) The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

Section 2.2 When Deductions Begin. Checkoff deductions under all properly executed Authorization for Checkoff of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted once each month commencing with the month the card is submitted.

Section 2.3 Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union and, if not resolved, may be submitted to Step 3 of the Grievance Procedure.

PRESENTATION

Section 3.0 Employee Committee.

(a) The employees covered by this Agreement will be represented by an Employee committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairperson of the Unit.

(b) Each member of the Employee Committee shall also serve as the steward for one (1) or more of the City Departments, provided, however that there shall be no more than one (1) steward from any one (1) department.

(c) Each member of the Employee Committee shall also serve as the steward for one (1) or more of the City Departments, provided, however, that there shall be no more than one (1) steward from any one (1) Department.

(d) The Union shall keep the City Manager advised, in writing, of the members, and only such duly certified employees shall be recognized by the City.

MANAGEMENT RIGHTS

Section 4.0 Rights of the City. The City reserves and retains,

solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment, and all respects to carry out the ordinary and customary functions of management; the determination of policies, operations, assignments, schedules, discipline, layoff of employees, contracting of work purchasing equipment, maintaining of equipment, etc., for the orderly and efficient operations of the City, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

SPECIAL CONFERENCES

Section 5.0 Special Conferences. Special conferences for important matters, including safety, will be arranged between the Chapter Chairperson and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between representatives of the Employer and the two (2) employee representatives of the Local Chapter. Arrangements for such special conferences and an agenda of the important matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the City Council and/or a representative of the Council. The two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

GRIEVANCE PROCEDURE

Section 6.0 Definition of Grievance. A grievance shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. A written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected or the steward if the grievance is filed by the Union. A written grievance need not be processed if it fails in any of the foregoing respects.

Section 6.1 Grievance Procedure. All grievances shall be processed in the following manner:

(a) Step 1. Verbal Procedure. Within five (5) days after an employee knows or should have known of the events giving rise to

the grievance, the employee and his steward shall discuss the matter with the immediate supervisor. The immediate supervisor shall give an answer to the Union within two (2) working days of the discussion. Every effort shall be made to satisfactorily resolve the grievance in this matter.

(b) Step 2. Written Procedure. If the complaint is not satisfactorily settled in Step 1, it shall be reduced to a written grievance. The written grievance shall be submitted to the employee's immediate supervisor within three (3) days after the Employer's answer in step 1. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the employee's immediate supervisor. The employee's immediate supervisor shall give his answer in writing to the employee or steward within three (3) days following the meeting.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the City Manager within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the City Manager, a member of the City Council and the Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The City Manager shall respond in writing within ten (10) days after the meeting.

Section 6.2. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by either party, the grievance shall advance to the next step, except arbitration (see 7.0 below). The time limits established in the Grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of extension is specified.

Section 6.3. Time Communication. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6.4. Grievance Form. The grievance form shall be supplied by the Union.

Section 6.5. Lost Time. For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided or in discussing such a grievance with a representative (or representatives) of the City, a steward (in his capacity as such or as a member of the Employee Committee) shall be paid at his regular straight time rate for those straight time hours during which he would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representatives leave his work for such purposes before first notifying his supervisor and turning in his work over to a replacement who shall be provided by the supervi-

sor as promptly as is practical under the circumstances.

ARBITRATION

Section 7.0. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within twenty (20) days following receipt of the Employer's answer in Step 3 of the Grievance Procedure. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 7.1. Selection of Arbitrator. Any grievance which is arbitrable may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators from Michigan obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 7.2 Arbitrator's Powers The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to determine any dispute involving the exercise of any of the Employer's inherent rights unless it is determined they are specifically limited by the expressed terms of this Agreement. If the issue of arbitrativeness is raised, the arbitrator shall only decide the merits of the grievance if arbitrativeness is affirmatively decided. The arbitrator shall hear both issues at the same time. The arbitrator's decision shall be final and binding upon the Union, the Employer, and the employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in the Agreement.

Section 7.3. Arbitration Attendance. Each party shall bear the full cost of the expenses of its own witnesses and representatives including pay for all time lost during an employee's regularly scheduled shift. Any employee called as a witness, whether by the Employer or the Union shall be excused from the arbitration hearing after his testimony is completed.

DISCHARGE OR DISCIPLINE

Section 8.0. Discharge or Suspension. When an employee is to be discharged or given disciplinary time off by the Employer, the employee's steward will be notified, and the steward will be allowed to counsel with the employee before the employee is suspended, pending investigation of the alleged offense. The employee shall continue to receive his regular pay for the hours that he is otherwise scheduled unless such suspension becomes disciplinary time off. Any employee who is given a discharge or disciplinary time off shall receive written notice thereof, which

shall state the nature of the offense and the disciplinary action taken.

Section 8.1 Acknowledge Discipline. The employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his right to the Grievance procedure except that the employee may request the presence of the steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

Section 8.2 Appeal of Discharge or Suspension. Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the Grievance Procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 8.3 Use of Past Work Record. The employer will not base disciplinary action, in whole or in part, on any rule infraction occurring more than two (2) years prior to the date of discipline.

Section 8.4 Employment Application. The Employer reserves the right of dismissal upon finding omission of falsification of fact on the employment application. Such right shall be limited to the employee's first (1st) year of employment.

WORK STOPPAGES

Section 9.0 No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit downs, slow downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

Section 9.1 Violation of No Strike Pledge. Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or exercise of any legal right or remedy against the Union in a court of competent jurisdiction. Cancellation of this Agreement by Employer is an additional remedy available to it.

SENIORITY

Section 10.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the City of Portland commencing from his last date of hire. The applica-

tion of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 10.1. Probationary Period.

(a) All new employees shall be considered probationary employees for a period of ninety (90) days after which time their seniority shall be as of their last date of hire. If the employee is absent in excess of three (3) working days during the ninety (90) day period, his probationary period shall be extended for a like amount of days. Until an employee has completed his probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedures. The Employer agrees to provide the Union with reasons for the termination of any probationary employee for information purposes.

(b) If an employee who is laid off during his probationary period is returned to work by the City and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his probationary period. If he so completes a total of three (3) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

Section 10.2 Seniority List The Employer shall maintain a roster of employees covered by this Agreement showing name, job classification, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

Section 10.3. Super-Seniority. For purposes of layoff and recall only, the recognized Union representatives shall head the seniority list during the time they hold such representative status. It is expressly understood, however, that the employees covered by this Section must be able to perform the remaining work. The provisions of this Section shall not apply to laid off employees who are selected or elected as Union representatives.

Section 10.4 Loss of Seniority. An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

(a) He is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;

(b) He retires;

(c) He quits;

(d) He is on layoff status for a period of two (2) years or his seniority, whichever is less;

(e) He accepts employment elsewhere while on a leave of absence or is self-employed for the purpose of making a profit during a leave of absence;

(f) He fails to report for work within three (3) working days

after expiration of a leave of absence;

(g) He fails to report for work within three (3) working days after he is notified in person, by telephone, by telegram, or by certified registered mail sent to his address of record with the Employer to do so, or provided that, in the case of notice given in person or by telephone, the Employer shall promptly thereafter give to the Chairman of the Employee Committee a memorandum in writing that it has given such notice;

(h) He is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;

(i) He makes an intentionally and materially false statement on his employment application. Any action under this subsection is limited to one (1) year after the application is presented to the Employer.

Section 10.5 Temporary Transfers. With prior notification to the Union, temporary transfers for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee, where practical, who meets the requirements for such job. Such employees will receive the ninety (90) day rate of pay of the higher classification for all hours worked while filling such vacancies.

Section 10.6 Permanent Transfers and Promotions.

(a) Permanent transfers and promotions within the bargaining unit will be made on the basis of seniority and qualifications. When as between two (2) or more individuals who are relatively equal in present ability to perform the job available, the most senior employee will be given the job. Job vacancies will be posted for a period of five (5) calendar days setting forth the minimum requirements for the position on all Union bulletin boards. Employees interested shall apply in writing within the five (5) calendar day posting period. The employee given the job shall be granted fifteen (15) day trial period, with additional time by mutual agreement, to determine:

- (1) His desire to remain on the job
- (2) His ability to perform the job

In the event the senior applicant is denied the position, reasons for the denial shall be given in writing to such employee's chief steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

(b) During the fifteen (15) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, he may be returned to his former classification and notice and reason shall be submitted to the union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for Step 2 of the Grievance Procedure.

(c) If an employee bids on a new classification and the em-

ployee exceeds the maximum years of service, his rate of pay will be one step lower than the maximum in the new classification with the corresponding years of service. After one (1) year of service in the new classification, the employee will receive the maximum in that classification.

If an employee bids on a new classification and he does not exceed the maximum years of service, he will go to the corresponding step within the new classification.

All new employees will follow the Annual Salary Table.

Section 10.7 Seniority Employees Transferred Outside the Bargaining Unit. If an employee transfers to a position with the City which is not included in the unit covered hereby and he thereafter within twelve (12) months transfers again to a position within such unit, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 10.8. Temporary Employees. Temporary employees, commonly called summer help, will not be covered by , not subject to, any provision in this entire Agreement. The City agrees not to abuse the right to hire temporary employees. They shall not be used to replace or take work which can be performed by the bargaining unit. They shall be used primarily for summer help or in the case of emergency.

Section 10.9. Layoff. Whenever it becomes necessary to lay off any employees, the following procedure shall be used:

- (a) The City shall notify the Chapter Chairman and the employees affected seven (7) calendar days in advance of the layoff.
- (b) The employee in the classification affected with the least seniority will be laid off first and so on, within the classification affected, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.
- (c) Employees laid off from their classification may exercise seniority to displace a junior employee in any equal or lower job classification for which the laid off employee has the skill and ability to do the work satisfactorily with normal supervision, but without any additional training. Employees must exercise their bumping rights within three (3) days of the date of layoff.
- (d) Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity workmanship or efficiency of an average operator on that type of work within his or her first three (3) working days on the new job.
- (e) Seniority does not continue to accumulate during the time an employee is laid off. Seniority is frozen as of the date of

the layoff, and it recommences upon the recall of an employee to active employment.

(f) Laid-off employees may continue their hospital benefits as long as they have sick or vacation time that can be credited to the monthly payment for said coverage or approved by Blue Cross. In addition, laid-off employees may pay their own expenses for medical coverage with Blue Cross/Blue Shield approval.

Section 10.10 Recall. When the work force is increased after a layoff, the following procedure will be followed: If an increase in a job classification is necessary, recall of laid off employees from that classification will be made necessary, recall of laid off employees from that classification will be made in order of seniority; the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another equal or lower-rated job classification in lieu of layoff.

Section 10.11. Recall Procedure. When employees laid off are to be recalled, the following method will be used by the City:

(a) The employee or his spouse will be called by telephone or notified in person of his recall and the date on which he is to return to work.

(b) If an employee cannot be contacted personally under subsection (a) above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

(c) Any employee notified in accordance with subsections (a) and (b) above who fails to report for work within the time limits set forth in Section 10.4 of the contract shall be considered to have quit.

(d) If the date given in the recall notice is a date beyond the end of the three (3) working day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

(e) It is the employee's responsibility to maintain his correct address and telephone number on file with the City Manager, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address, and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

HOURS OF WORK

Section 11.0 Hours Definition. This Section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except

that employees shall be paid for all hours they are required by management to remain on the job.

Section 11.1 Normal Workday. The normal workday shall be eight (8) hours of work. Generating Plant employees shall be allowed to eat lunch during their eight (8) hour shift. All other employees shall have a non-paid lunch period.

Section 11.2 Normal Workweek. The normal workweek for all employees shall be forty (40) hours of work consisting of five (5) consecutive workdays, Monday through Friday, and two (2) consecutive rest days. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. For the purpose of overtime pay compensation for these employees, the workweek shall be defined to begin Monday 12:01 am of each week and end the following Sunday at midnight.

Section 11.3 Overtime Premium. For all employees, time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday or in excess of forty (40) hours in any one (1) workweek.

Section 11.4. Paid Time. Paid holidays, paid sick days, and paid vacation days falling on a regular workday, Monday through Friday, and not worked shall be counted as time worked for overtime purposes in that week.

Section 11.5. Shift Scheduling. The City reserves the right to establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City Manager.

Section 11.6. Coffee Break. Employees may take a fifteen (15) minute coffee break in the morning and also a fifteen (15) minute coffee break in the afternoon, or the first (1st) half and second (2nd) half of their regular shifts, whichever may apply.

Section 11.7. Overtime. Overtime: All employees shall be required to work a reasonable amount of overtime when requested by their supervisor. Non-emergency overtime will be scheduled with as much advance notice as possible. Employees at work on a job will normally perform the overtime work of that job. In assigning overtime work, the supervisor will attempt to have the work performed by those who volunteer to do so. Voluntary overtime hours will be divided as equally as practical among the employees in the classification affected, provided they have the skill and ability to do the overtime work. Questions regarding distribution of voluntary overtime will be discussed between the supervisor and steward as they arise, and the remedy shall be limited to balancing. In the event there is an insufficient number of qualified volunteers, the supervisor will assign the overtime work to the least senior employee(s) in the classification affected who have the skill and ability to do the overtime work.

Section 11.8 Call-Back Pay. Employees called back for overtime duty shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2). This Section does not apply to employees who continue work after the end of their normal eight (8) hour day.

Section 11.9. Pyramiding. Overtime and call-back shall not be pyramided for any hour of work.

LEAVES OF ABSENCE

Section 12.0. Military Service Leave. The City and the Union agree that the matter of leave of absence for an employee during the period of his military leave shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service. (Employees in reserve status do not have to comply with notice in cases of emergency call-up).

Section 12.1 Personal Business Leave.

(a) An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

(b) Extension of personal business leave of absence may be granted, in the discretion of the City, for a further period or periods to a total period not to exceed three (3) calendar months. During such extension or extensions, seniority shall be retained, but it shall not be accumulated upon.

Section 12.2 Extended Sick Leave.

(a) An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Sick leave, and any extensions thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence.

(b) An employee applying for or returning from sick leave of absence may be required by the City to furnish a physician's statement as to his condition.

Section 12.3 Union Business Leave.

(a) An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence up to one (1) year.

(b) One (1) member of the Union elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences

Section 12.5 Personal Days. Each employee covered by this Agreement will be granted four (4) personal leave days per year with pay, not to be deducted from sick leave or vacation leave, which may be used by the employee as the employee sees fit.

An employee may, at his/her option, convert up to one (1) week of vacation to personal leave, if and when personal leave (above) is exhausted.

Section 12.6 Funeral Leave.

(a) Employees will be allowed at their request up to five (5) workdays per occasion with pay as funeral or bereavement leave, not to be deducted from sick leave or vacation leave, for the death of a member of the immediate family. Immediate family is defined as being: spouse, son, daughter, parent, parent of spouse, brother, sister, grandchild, grandparents, or a dependent or other relative that may be living within the household.

(b) At his request, an employee shall be allowed one (1) workday per year with pay as funeral leave, not to be deducted from sick leave or vacation leave, for the death of a relative not mentioned above or a close friend or fellow employee.

Section 12.7 Jury Duty. Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate for eight (8) hours and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the court, he is excused from service.

Section 12.8 Credit for Past Military Service. The Employer agrees to purchase the City's share of one bargaining unit member's, namely Thomas Seal, credit for past military service. It is understood by both parties that this is the City's share only, and the employee shall be responsible for their matching share as determined by the M.E.R.S.

Section 13.0. Holiday Pay. Subject to the conditions hereinafter set forth, the City agrees to pay to its employees eight (8) hours pay at their hourly rate then in effect for the following holidays: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day New Year's Eve, One (1) day each year to be agreed upon between the Employer and Union.

The employee's birthday shall be established as a holiday. However, The employee must take the day off, unless because of emergency he is required to work. If requested to work, he will be

paid his regular pay plus eight (8) hours for his birthday. In addition, employees shall receive the three (3) workdays following Christmas. If an employee is required to work any of the three (3) workdays following Christmas, he will receive another day off at the rate of time and one-half (1-1/2). Such day shall be taken no later than thirty (30) days thereafter. If an employee is required to work beyond his regular scheduled shift on any of the three (3) workdays following Christmas, he shall receive pay in accordance with Section 13.3.

Section 13.1 Holiday Eligibility. In order to qualify for such holiday pay, each employee must:

- (a) Work the full number of scheduled work hours, or
- (b) Receive vacation pay for the entire day, or
- (c) Receive sick pay for the entire day,

on the City's last scheduled workday prior to each such holiday (which shall be Friday if the holiday is celebrated on Saturday, Sunday, or Monday) and on the City's first scheduled workday after each such holiday. In the event of tardiness or absence in subsection (a) above of no more than thirty (30) minutes on either the scheduled workday preceding the holiday or following the holiday, the City must permit the employee to collect his holiday pay, provided the employee can establish a reason satisfactory to the City for such tardiness.

Section 13.2. Weekend Holidays. When a holiday falls on a Sunday, Monday shall be considered the holiday for the purpose of this provision. When a holiday falls on a Saturday, Friday shall be considered the holiday. Employees who are regularly scheduled to work on holidays shall receive eight (8) hours pay if a holiday falls during one of their scheduled days off. Such eight (8) hours shall not be used for the purpose of computing overtime.

Section 13.3. Holiday Work. If an employee works on any holiday, he shall receive time and one-half (1-1/2) his regular hourly rate for the number of hours worked, plus holiday pay only. If an employee is rescheduled to work on the holiday but fails to report for work, he shall forfeit his holiday pay unless he can substantiate by a doctor's certificate if requested by the City that he was ill.

Section 13.4 Holiday Pay During Layoff or Leave of Absence. Employees on layoff or on leave of absence are not eligible to receive holiday pay except as provided in Section 13.1.

Section 13.5. Holiday During Vacation. If such a holiday falls within an employee's scheduled vacation period and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee shall receive the holiday pay for that holiday in addition to his vacation pay.

VACATIONS

SECTION 14.0 VACATIONS. Every employee of the City hired after July 1, 1998 shall be allowed vacation leave with pay after completion of one (1) year of employment in accordance with the following schedule:

From 1 year to 5 years	10 days per year
From 5 years to 10 years	15 days per year
From 10 years and over	20 days per year

Employees hired before July 1, 1998 shall be allowed five (5) weeks vacation when their employee exceeds fifteen (15) years of service. Doug Logel and Royal Thomason shall be allowed six (6) weeks vacation until their employment with the City is terminated.

Vacation time shall be earned on a yearly basis and may be used as soon as it is earned. Vacation time may be taken in no less than one hour periods and any lessor amount of actual time off will be considered as one hour. If vacation is to be used in increments greater than one (1) day, the employee shall give the City at least three (3) days advance notice.

Section 14.1 Vacation Accumulation. Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

Employees separated from the City shall be paid their normal salary rate for their earned but unused vacation except that employees separated during their first (1st) year of employment will not be entitled to any vacation pay.

Section 14.2 Computation. Vacation pay shall be computed at the employees present rate of pay and a full day of vacation shall be paid for at the rate of eight (8) hours of pay.

Section 14.3 Scheduling. To the extent possible considering the City requirements, the City agrees to provide vacation time off at the time most suitable to the employees involved. If it is not possible to give all employees their choice of vacations.

Section 14.4 Payments. An employee who schedules a vacation will be given his vacation pay with the paycheck her receives immediately preceding his vacation providing he so notifies the employer three (3) weeks in advance in writing.

INSURANCE AND PENSION

Section 15.0 Hospitalization Insurance. The City agrees to pro-

vide comprehensive Blue Cross MVF-2RM Blue Shield hospitalization insurance with Master Medical, (D45NM, CC, OPC, XF, ASFP, SOT-E, GLE1, EF) \$3.00 co-pay, PD-MAC Drug Rider, RC/10/500/MLB, \$1,000. Dental coverage and A-80 Vision Program. The City shall contribute \$6,630 per year per employee towards the above health care insurance. The City agrees to pay the premiums for hospitalization insurance for future retirees until they attain the age of 67 or are eligible for Medicare, whichever is first. Retirees shall not be eligible to collect hospitalization insurance unless they are receiving MERS retirement funds, have attained the age of 55 and have at least 10 years of service at the time of retirement from the City. (Employees who retire prior to age 55 are not eligible for this benefit).

The parties agree that during the term of this agreement the City will provide the Union the necessary information to perform an actuarial study to determine the cost of providing the Blue Cross/Blue Shield Medicare supplement to all future retirees eligible for Medicare.

Section 15.1 Term Life Insurance. The Employer agrees to pay the cost of fifty thousand dollars (\$50,000.00) of term life insurance for full time employees. The life insurance amount is reduced for all employees ages 65 or older. The Employer agrees to pay the cost of five thousand (\$5,000.00) for term life insurance for retirees.

Section 15.2. Pensions.

(a) The Employer agrees to furnish the bargaining unit employees with the Michigan Municipal Employees' Retirement System B-4.

(b) An employee shall be eligible for full retirement upon reaching the age of 55 if the employee shall have completed twenty-five (25) years or more of service. The City further agrees to waive Section 47 (F) of the Act.

(c) Prior Military Service Credit. Upon ten (10) years of employment with the City, eligible employees may purchase credits for military service. The City agrees to pay the City's portion of this credit and the employee agrees to pay their share of the credit.

Section 15.3 Unemployment Compensation. The Employer will make available unemployment compensation for the bargaining unit employees.

Section 15.4 Long Term Disability. Effective July 1, 1995 the City will provide a long term disability program equal to sixty-six and two thirds percent (66-2/3%) of the employee's bi-weekly wage not to exceed \$2,500.00. per month. There shall be a 30-day waiting period to qualify for this benefit. Employees may use sick or vacation time to bring their payment up to 100% of their bi-weekly wage.

Section 16.0 Wages. The Employer and the Union endorse the rates recommended by the Michigan Municipal League in the 1992 compensation analysis as amended in August 1992 to reflect a 5% reduction due to the City's pension program. As of July 1, 1998 these rates are as follows:

CLASSIFICATION	CLASSIFICATION	PAY	PAY RANGE
	MI MUNICIPAL LEAGUE	GRADE	
Senior Lineman	Electric Maintenance Worker II	6	30,036-38,449
Sewer Plant Operator B	Wastewater Treatment Assistant	4*	28,345-36,290
Foreman	Municipal Maintenance Worker II	6	30,036-38,449
Mechanic	Equipment Mechanic	4	24,674-31,554
Water Technician	Water System Maintenance Worker	5*	27,217-34,850
Sewer Plant Operator C	Wastewater Treatment Assistant	4*	26,708-34,191
Sexton - Foreman	Municipal Maintenance Worker II	5	27,217-34,850
Sewer Plant Operator D	Wastewater Treatment Assistant	4*	25,691-32,872
Sewer Plant Laborer	Wastewater Treatment Assistant	4	24,674-31,554
Maintenance/DPW**	Municipal Maintenance Worker I	4	24,674-31,554
Lineman	Electric Maintenance Worker I	5***	28,908-37,009
Assistant Mech.		4	24,674-31,554
Diesel Plant Oper.	N/A		
Cemetery Laborer**	Mun. Maint. Worker I	4	24,674-31,554
Park Laborer**	Mun. Maint. Worker I	4	24,674-31,554

* a) Add 40% of the difference between pay grades 4 and 5 to pay grade 4 as compensation for a Class D Wastewater license for the Wastewater Plant Operator position.

b) Add 80% of the difference between pay grade 4 and 5 as compensation for a Class C Wastewater license for the Wastewater Plant Operation position.

c) Add 40% of the difference between pay grades 5 and 6 to pay grade 5 as compensation for a Class B Wastewater license for the Wastewater Plant Operation position.

d) Add 10% of the difference between pay grades 5 & 6 for the Water Technician obtaining an D-3 license for chlorine and phosphate treatment.

** Indicates "pooling classification". Pooling means that the employees within this classification may be used anywhere depending upon the needs of the City.

*** Add 60% of the difference between pay grade 5 and 6 to pay grade 5 as compensation for the certified lineman position.

Effective July 1, 1999, wages shall increase 3% for all positions at all pay levels.

Effective July 1, 2000, wages shall increase 3% for all positions at all pay levels.

Section 16.2 Starting Rates for New Employees. All new employees hired into the bargaining unit shall follow the rates of pay outlined in the attached Annual Salary Table from the M.M.L. Compensation and Classification Study as amended by the City in August of 1992.

Section 16.3 New Classification. Whenever the Employer establishes a new classification within the bargaining unit covered by this Agreement, the Chapter Chairperson shall be notified in writing of the classification and rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If an objection is raised, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to agree to a rate, the issue may be presented to arbitration.

Section 16.4 Standby Pay for Electric Crew, DPW and Wastewater Employees. Both parties agree to the following standby policy and pay for Union personnel:

(a) One employee for the DPW and Wastewater and one employee for the Electric Department will be required to remain on call each week from 3:30 P.M. Tuesday to 3:30 P.M. the following Tuesday and said employees shall receive eight (8) hours straight time pay at the foreman rate for the DPW and Wastewater departments and eight (8) hours of straight time pay at the Senior Lineman rate for the Electric department per week for such on call duty.

(b) Employees who are on call shall not be required to remain at home at all times, but SHALL notify the City Dispatch office/or Central Dispatch, at City expense, where they can be reached at all times.

(c) Employees who are on call shall be in condition to perform their normal duties when answering calls.

MISCELLANEOUS

Section 17.0 Captions. The captions in each Section of the Agreement are for identification purposes only and are not a substantial part of this agreement.

Section 17.1 Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

Section 17.2 Change in Personal Status. Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The City shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents shown on its records for all purposes involving his employment and this Agreement.

Section 17.3. Separation--Voluntary Termination. All employees, if possible, will notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the City. An exit interview will be arranged in the Personnel Office for all employees leaving the City.

Section 17.4. Successor to City. In case of successor to the Employer, the successor or successors will be notified of the existence of this binding Agreement with the City of Portland and given a copy of it.

Section 17.5 Supervisory Employees. Supervisory personnel outside of the bargaining unit shall not perform work normally performed by bargaining unit members.

Section 17.6 Contracting and Subcontracting. During the term of this Agreement, the Employer shall not contract or subcontract work so as to deprive employees of their job on any work covered by this Agreement.

Section 17.7 Work Rules. The Employer reserves the rights to establish reasonable work rules and regulations. In the event the Employer amends and/or establishes new work or safety rules, they shall be subject to discussion with the Union representatives and shall be posted or made available to all employees prior to the effective date. Such work rules and regulations are subject to the Grievance Procedure at the time the Employer cites the violation or applies a work rule in an incident involving an employee.

Section 17.8 Union Bulletin Boards.

(a) The Employer agrees to provide bulletin boards at each regular report-in location which may be used by the Union for the following notices: Notices of Union meetings; notices of Union elections and the results where they pertain to the Employer's employees; and notices of Union recreational and social events.

(b) It is further agreed that all notices including those posted by the Union provided for herein and those posted by the employees shall not be mutilated, destroyed, or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

(c) The Union agrees that in no event shall such notices 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.

Section 17.9 Supplemental Agreements. All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

Section 17.10. Medical Arbitration. In the event of a dispute involving an employee's physical or mental ability to perform his job and the City is not satisfied by the determination of the treating physician, the City may require the employee to be examined by a doctor of its choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor, who shall be a specialist in the area in question, chosen by the employee's doctor and the City's doctor jointly. The cost of this report shall be shared equally by the City and the Union.

Section 17.11 Non-bargaining unity employees including grant, project, CETA, and temporary employees shall not perform work ordinarily and customarily performed by the cemetery laborer while bargaining unit employees are on layoff status except by mutual agreement between the City and the Union. This agreement only applies to the cemetery grounds and does not preclude the use of the building at the cemetery by other City departments for their work. This agreement shall not take precedence over any Section of the collective bargaining Agreement.

Section 17.12 Uniforms.

(a) The City agrees to reimburse each employee up to a maximum amount of two hundred (200) dollars per year for the purchase of boots, shoes, carhart and coveralls when purchased by the employee for work related use. The employee shall present a paid bill to the City and a written note asking for reimbursement. Designated employees may be required to wear steel toed shoes.

(b) The City agrees to provide uniforms for each employee up to a maximum of \$400.00 per employee per year. The City agrees to provide uniforms for each electric department employee up to a maximum of \$500.00 per employee per year. This amount is in addition to the amount mentioned in Section 17.12 (a).

Section 18.0 CDL. The City agrees to pay for the expenses incurred by each employee in obtaining and/or maintaining the ap-

appropriate CDL license as required by the City and State Law.

LONGEVITY PLAN

Section 19.0 Longevity. Here are the guidelines for a longevity plan applicable for all full-time positions.

(a) Schedule of Plan.

Years of service:	1-4	5-9	10-14	15-19	20-24	25+
Percent of Wages:	0%	2%	2-1/2%	3%	3-1/2%	4%

(b) A ceiling of \$800.00 is placed on the maximum longevity check to be paid to an employee. Cap on longevity to increase to \$900.00 on 7-1-96 and to \$1,000.00 on 7-1-97.

(c) Longevity pay will be distributed to employees in a single check, once a year, in the first payroll period in the month of December.

(d) Calculation of years of service will be based on service through December 31st of each year, commencing December 31, 1981.

(e) Employees who take leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

Section 20.0 Equal Benefits. The City agrees that all fringe benefits provided to other City Employees will automatically be granted to the members of this bargaining unit.

Section 21.0 Drug Free Workplace. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public.

Safety-sensitive employees, as defined in the applicable Department of Transportation regulations, are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty and follow up testing.

An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. Employees testing positive for drugs or alcohol will be expected to complete rehabilitation program. Failure to complete such a program may lead to disciplinary action up to and including discharge.

All controlled substances and alcohol tests shall be conducted in accordance with the Omnibus Transportation Employees Testing Act of 1991 and federal testing guidelines. Test must be performed by a laboratory that is federally certified to conduct such tests.

All time spent in the performance of an alcohol or controlled substance test, including travel time, will be paid at the employees' regular rate of pay or at their overtime rate, if applicable.

The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. Records concerning an employee's treatment for alcohol and drug related problems shall remain strictly confidential and shall remain separate from other personnel materials. However, violation of City Work Rules regarding drug and alcohol use will result in disciplinary action up to and including discharge.

Section 22.0 If the Union believes the Employer is being unreasonable in its assignment of overtime, it will be a proper subject for a special conference.

WAIVER

Section 23.0 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings between such parties, shall govern their entire relationship and shall be the sole sources of any and all rights or claims which may be asserted.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

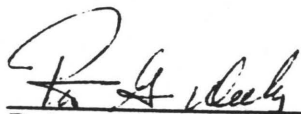
TERMS OF AGREEMENT

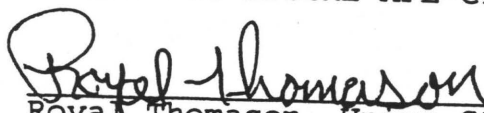
Section 24.0 Duration. This agreement shall become effective July 1, 1998 and shall continue in full force and effect until 12:01 A.M. June 30, 2001 and for successive annual periods thereafter unless, at least sixty days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, renegotiate, change or amend this agreement. A notice of desire to modify, amend, renegotiate, or change, or any

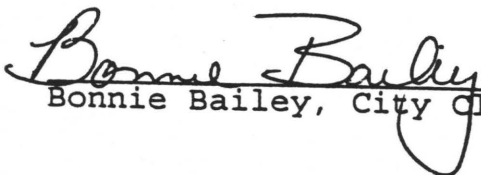
combination thereof shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless before such a date of termination all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

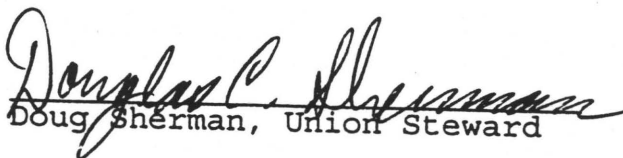
CITY OF PORTLAND

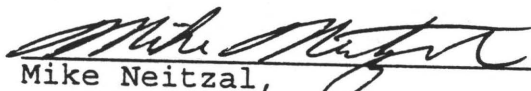
CITY OF PORTLAND EMPLOYEES
CHAPTER LOCAL 1910 AND
COUNCIL 25 AFSCME AFL-CIO


Peter G. Weeks, Mayor


Royal Thomason, Union Steward


Bonnie Bailey, City Clerk


Doug Sherman, Union Steward


Mike Neitzal,
Staff Representative AFSCME

Dated this 21st of October, 1998.