

3784

6/30/2001

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE CITY OF ROCKWOOD

AND

METROPOLITAN COUNCIL NO. 25

LOCAL 292

**AMERICAN FEDERATION OF STATE,
COUNTY
AND MUNICIPAL EMPLOYEES**

AFL-CIO

**ROCKWOOD CLERICAL AND D.P.W.
EMPLOYEES**

Rockwood, City of

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AGREEMENT BETWEEN THE CITY OF ROCKWOOD AND
METROPOLITAN COUNCIL NO. 25,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
(ROCKWOOD CLERICAL AND D.P.W. EMPLOYEES)

AGREEMENT

This agreement is made and entered into on this 6th day of MAY, 1998, by and between the City of Rockwood, hereinafter referred to collectively as the "Employer", and Metropolitan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "Union, Local 292". It is the desire of both parties to this Agreement to work harmoniously and to promote the efficient and uninterrupted providing of Municipal Services by the Employer all of which will best serve the citizens of the City of Rockwood.

Article 1 - Recognition

The Employer recognized the Union as the exclusive bargaining representative for all full time Department of Public Works and Clerical employees employed by the City of Rockwood for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, but excluding from such bargaining unit the head of the City's Department of Public Works, the City's Administrative Assistant and all probationary and part-time employees.

Article 2 - Management Responsibility

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties, and responsibilities conferred upon and vested in it by law, the Constitution of the State of Michigan and of the United States, the City Charter, the Rockwood City Code and all amendments made thereto, and any ordinances or resolutions passed by the elected officials of the City. The City further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by Employers except such as are specifically relinquished herein including but without limiting the generality of the foregoing the right;(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation; (b) to introduce new equipment and methods, to change or eliminate existing equipment, to institute technological changes, to decide on materials, supplies, equipment and tools to be purchased; (c) to

construct new facilities or improve existing facilities; (d) to determine the size of the work force and to increase or decrease its size; (e) to hire, assign and layoff employees, to reduce the work week or work days or effect reduction in hours worked by combining layoffs in reductions in work week or work days; (f) to permit municipal employees not included in the bargaining unit to perform bargaining unit work when in the opinion of the City this is necessary for the conducting of municipal services; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to contract for any or all work or services or for the construction of new facilities or the improvement of existing facilities; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods, clean-up time, the starting and quitting time, and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out costs and general improvement programs; (n) to transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for positions and to determine the qualification and competency of employees to perform available work.

The City agrees that the rights of the Union are specifically listed in this Agreement, that all subjects not specifically listed are retained by the City. That the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management rights, whether specifically listed previously or not.

Article 3 - Union Security and Check-Off

Section 1 - The Employer, during the life of this Agreement, agrees to deduct the Union membership dues each month from the pay of those employees covered by this Agreement who individually request of the Employer, in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union and the Employer shall have no obligation to deduct such amount from any employee until such authorization of the employee and certification by the treasurer is in the possession of the Employer. The aggregate deductions of all such employees shall be remitted together with an itemized statement to the treasurer by the 15th of the succeeding month after such deductions are made. Employer shall be under no obligation to make such deductions from the pay of such employees earned prior to execution of this Agreement. Such employee authorizations shall be irrevocable during the term of this Agreement.

Section 2 - The Union shall indemnify and hold harmless the Employer 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 the purpose of complying with any of the provisions in this Article.

Section 3 - Employer shall not be liable for remittance or payment of any sums other than those constituting actual deductions from the pay of such employees; and if for any reason it fails to make a deduction for any employee as provided for in this Article, it shall make that deduction from the employee's next pay, in which such deduction is normally deducted after the error has been called to its attention by the employee to the Union.

Section 4 - Form of Authorization for Payroll Deduction:

By: _____
Last Name First Name Middle

To: _____
Employer Department

Effective Date: _____

I hereby request and authorize you to deduct from my earnings hereafter, twice a month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of the Collective Bargaining Agreement between the City of Rockwood and Metropolitan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, dated _____, 1988.

Section 5 - Right to Work: Employer and Union hereby agree that all employees covered by this Agreement and all new employees hired, rehired or transferred into the bargaining unit, on or after their 30th day of employment or the execution date of this Agreement, whichever comes later, shall be given the opportunity to voluntarily elect whether or not they desire to join the Union or to refrain from joining. The Union, upon written request of the Employer, not later than the 60th day following the employee's date of hiring or the date of execution of this Agreement whichever comes later, shall be permitted an interview with such an employee on the employer's premises for the purpose of recruiting the employee; provided, however, no employee shall be compelled to attend such interview by either party.

Article 4 - Basis of Representation

Section 1 - The employees covered by this Agreement shall have the right to be represented in all negotiations and adjustments of disputes by the Chairman or a Steward each of whom must be a seniority employee of the City of Rockwood. These representatives are to be elected or appointed in any manner determined by the Union. The City must be notified as soon as possible of any change in representation.

Representation for the employees covered by this Agreement shall consist of a Chairman and one Steward. The Union may appoint or elect one Alternate Steward. The Alternate may act as Steward only when the Steward is absent.

The Steward will be permitted to leave his work station, after obtaining approval from his supervisor for the purpose of adjusting grievances in accordance with the grievance procedure. Permission for the Steward to leave his work station will not be unreasonably withheld. He will report to his supervisor upon his return. The privilege of the Steward to leave his work station during working hours, without loss of pay, is extended only with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he will continue to work at his assigned jobs at all times except when permitted to leave his work for that purpose. In no event will the Steward be paid time and one half for the purpose of handling grievances. The employers shall not be obligated to reimburse the Steward or any employee for loss of pay for attendance at arbitration hearings held pursuant to the grievance procedures set forth in this Agreement.

Section 2 - There shall be a grievance committee consisting of the Steward and one other member to be selected by the Union and certified in writing to the Employer.

The Employer shall meet whenever necessary, at a mutually convenient time other than during working hours of the Committee Members with the Union Grievance Committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Article 5 - Grievance Procedure

Section 1 - A grievance shall be an alleged violation of the expressed terms of this Agreement.

Section 2 - Any grievance arising under the terms of this Agreement must be handled under the following procedures:

Step 1 - An employee covered by this Agreement, believing himself wronged by an alleged violation of the expressed provision of this contract shall, within seven (7) days of its alleged occurrence or discovery thereof, orally discuss the matter of the grievance with his supervisor. If the grievance cannot be settled informally within twenty-four (24) hours after such discussion, it shall be reduced to writing and moved to step two of the grievance procedure.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant;

2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violations;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violations;
6. It shall specify the relief requested.

The above requirements with respect to written grievances are jurisdictional and any written grievance not substantially in accordance to the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereafter set forth.

Step 2 - The written grievance, not settled at Step 1, shall be filed with the employee's immediate supervisor within seven (7) days after failure to resolve the grievance at Step 1. The supervisor will attempt to adjust or settle the grievance through discussion with the Steward and employee and will give his written decision within seven (7) days (excluding Saturday, Sunday and holidays) of the date of filing with him of the written grievance. A copy of the decision will be transmitted to the grievant and to the City Council.

Step 3 - Any grievance not settled at Step 2, at the option of the Union, shall be submitted to the City Council within five (5) days after receipt of a written decision at Step 2. The City Council will give its written decision on the submitted grievance within thirty (30) days after receipt of same from the grievant. A copy of such decision will be transmitted to the grievant.

Step 4 - Any grievance not settled at Step 3 of this procedure at the option of the Union may be submitted to the next meeting of the grievance committee. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) days of the receipt by the grievant of the City Council's written decision shall be considered dropped. The grievance committee shall consider the grievance within fifteen (15) days after receipt by the grievant of the City Council's written decision.

Step 5 - Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days after the grievance committee meeting.

If the parties fail to mutually select an arbitrator, an arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association. The

cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Section 3 - Neither party may raise a new defense or ground at the arbitration level not previously raised or disclosed at the other written levels. The decision of the arbitrator shall be final and conclusive and binding upon employees, Employer and the Union, subject to the right of either party to judicial review. Any lawful decision of the Arbitrator shall forthwith be placed into effect.

Section 4 - The powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or to change any salary.
- c. He shall have no power to change any practice, policy or rule of the City Council, nor substitute his judgment for that of the City Council as to the reasonableness of any such practice, policy, rule or action taken by the Council.
- d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement so that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
- e. He shall have no power to interpret State or Federal Law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual consent and then only if they are of similar nature.

Grievances not referred to a higher level by the Union within the time limits set forth in this Agreement shall be considered withdrawn with prejudice. After a case in which the arbitrator is empowered to rule on hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

Section 5 - All preparation, filing, presentation or consideration of grievances, except as or otherwise specifically provided for in

this Agreement, shall be held at times other than when the grievant or a participating Union representative is on duty. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustments and an arbitrator shall have no power to order such adjustments.

Section 6 - Arbitration Awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event upon which the grievance is based.

Article 6 - Bulletin Board

The Employer shall assign a bulletin board which shall be used by the Union for posting notices, bearing the written approval of the chairman of the Union local, which shall be restricted to:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meetings;
- e. Other notices of bona fide Union affairs which are not political or libelous in nature.

Article 7 - Seniority

The seniority of a present employee covered by this Agreement shall date from his most recent starting date as an employee within the Bargaining Unit herein before described in this Agreement, provided said employee as a condition of acquiring such acquisition of seniority six (6) continuous months as a full time employee for the City. New employees may acquire seniority by working six (6) continuous months, prior to such acquisitions within the Bargaining Unit set forth in this Agreement in which event the employee's seniority will date back to his most recent starting date within the Bargaining Unit described in this Agreement. When the employee acquires seniority his name shall be placed on a seniority list in the order of his seniority date.

An up-to-date seniority list shall be furnished to the chairman upon request.

An employee shall lose his seniority for the following reasons:

- a. If the employee resigns or retires;
- b. If the employee is discharged, and not reinstated;

- c. If the employee is absent from work for three (3) working days without properly notifying the employer, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided:
- d. If the employee does not return to work at the end of an approved leave, except where his failure to return to work is covered by his sickness, or accident and proof of such cause is provided;
- e. If the employee Fails to return to work within three (3) days when recalled From layoff.

An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Article 8 - Layoff, Recall and Transfers

1. If an when it became necessary for the Employer to reduce the number of employees in the work force of the Bargaining Unit, the employee with the least seniority, if ability, experience and training are equal, shall be laid off prior to an employee with greater seniority. Recalls shall be in the order of most seniority provided ability, experience and training are equal. Seniority shall not be the only determining factor in layoff, recalls and transfers within the City's D.P.W. Department or within or among the clerical staff of the City.
2. Temporary, probation or part-time employees would be laid off before a full time employee.
3. The chairman or steward shall be notified of said layoff or transfers by the Employer.
4. If a position becomes open due to retirement or the departure of a Union member (Council No. 25, Local 292 Rockwood DPW-Clerical) the position shall be posted and all Local 292 members shall have the first opportunity to apply for said position. If qualified, said person shall be given a trial period of three (3) months to learn the position.

Article 9 - Probationary Period

All full time employees covered by this Agreement shall serve a probationary period of one (1) year, uninterrupted by any type of service break, during which time such employees will be termed as "probationary employees." This provision shall not be construed to require a probationary period of any employee in the Bargaining unit who at the time of execution of this Agreement has completed one (1) year of uninterrupted employment as a full time employee of

the City of Rockwood. Any lesser amount of time of service as of the effective date of this Agreement shall be credited to the probationary period of that employee.

Probationary employees' service for the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have any recourse to the grievance procedure over such termination.

During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full time employee and his seniority shall start as herein before provided.

Article 10 - General Conditions

Section 1 - The Union shall be notified in advance of anticipated permanent major changes in working conditions that may result in changes in health or safety conditions. A discussion regarding the proposed changes may be held.

Section 2 - The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, sexual preference, marital status, race, religion, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Article 11 - Economic Matters

The Agreement between the parties on economic matters are set forth in Appendix A attached hereto and are incorporated into this Collective Bargaining Agreement subject to the terms and conditions thereof and shall be applicable only to present full time employees of the D.P.W. and only to present full time office clerical employees of the City as of the date of execution of this Agreement.

Article 12 - No Strike - No Lockout

Section 1 - The City will not lock out employees during the term of this Agreement.

Section 2 - The parties of this Agreement mutually recognize that the services performed by the employees covered by this Agreement are 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,

not 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 their employment, or picket the City's premises. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part, in any strike, sit-down, slow-down, stay-in, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

In the event of work stoppage, picketing, or any other curtailment as provided for herein, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and stewards, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized, in writing, to the employees, in writing, to stop the said conduct and to resume their employment responsibilities in full. Copies of such written notices shall be served upon the City.

In the event of a work stoppage, picketing, or other curtailments as provided for herein, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased.

Article 13 - Work Schedule and Discipline

The work schedules showing the employees shifts, workdays and hours shall be posted in the Department at all times.

Office hours will be 8:00 a.m. to 4:30 p.m. Monday through Friday. Employees shall receive a 1/2 hour non-paid lunch period and two (2) fifteen (15) minute break periods per day.

The City shall have the right to discipline, the City will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The Employer and DPW and Clerical recognizes the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

The Employer mutually agrees that in general, that they will follow the principles of corrective and progressive discipline. In respect to minor offenses, the progression of discipline shall be as follows:

a) **First Offense - Verbal Warning**

A memorandum to the file that a verbal warning has been issued to an employee, describing the incident, shall be placed in the employee's file.

b) **Second Offense - Written Warning**

Original to employee, copies to City Administrator and Personnel file.

c) **Third Offense**

Automatic (1) one working day suspension. Original to employee, copy to City Administrator and Personnel file.

d) **Fourth Offense**

Automatic (3) three working days suspension. Original to employee, copy to City Administrator and personnel file.

e) **Fifth Offense**

Suspension pending discharge. Original to employee, copy to City Administrator and personnel file.

All records will become part of the employee's personnel file. All disciplinary actions may be appealed using the regular grievance procedure.

No warning notice need be given in case that cause for suspension is dishonesty or drunkenness or use of narcotics, or for any member who has been served with a warrant for High Misdemeanor or Felony, or has been indicted by a Grand Jury, and he/she may be suspended forthwith.

Written notice of all discharge and discipline suspension shall be given to member and Union within eight (8) hours in advance of any such action with exception above.

Whereas the City has the right to administer just and fair punishment, it will do so with the following restrictions:

An employee has the right to be confronted by his accuser. The City shall not assume the position of the complainant in view of said accuser, regarding a citizen complaint.

No employee shall be accused or reprimanded in public at any time. At no time shall an employee be subjected to abusive language by a supervisor.

After the penalties have been prescribed and the member feels that these penalties are not founded, not just, or too severe, if the member files a grievance these penalties shall be held in abeyance until the Union has exhausted their appeal processes.

In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.

An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Article.

Nothing contained in this Agreement shall be construed to deny any DPW, Clerical employee, any right, benefit, or beneficial procedure to which he, or she, may be entitled under the provision of the Charter of the City of Rockwood.

No member shall be summoned before a supervisor for any type of hearing, or investigation or interview where disciplinary action may result without first having a Union representative present, if requested.

Notification within a reasonable time will be given to the Steward or Union Officers prior to any disciplinary action taken against any member which may result in any official entries being added to his/her personnel file. The member shall have the right to review his personnel file at any reasonable time. The member shall be furnished a copy of any new entry, and shall have the right to initial or sign such entry prior to its introduction into his file and in any event, the Union shall be notified.

The Steward and/or officer representatives of the Union shall have the right to be present and, if requested by the member, to represent the member at each and all levels of disciplinary proceedings.

A member's personnel record shall be reviewed after twenty-four (24) months of satisfactory service and all disciplinary matters appearing therein shall be destroyed; nor shall any prior disciplinary action of more than twenty-four (24) months duration be adversely used in any subsequent disciplinary action.

In the event the Union concludes that a member has been unjustly punished, he or she may, within thirty (30) calendar days after receipt of the judgment, appeal such judgment to arbitration as provided. The arbitrator shall review the cause of action and the justness of the punishment imposed. If the arbitrator decides that the punishment imposed was unduly harsh or severe under all the circumstances, he may modify the findings and punishment accordingly, and his decision shall be final and binding upon the parties and the affected members.

The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased. but may be lessened.

A member suspended without pay may forfeit, in lieu of a suspension, an equal number of accumulated annual leave or holidays.

All employees shall be given verbal counseling sessions of their work not being up to par and instructions on how to improve. Such verbal counseling sessions for purposes of improving work performance shall not be considered as, nor construed as, "verbal warnings" as defined by, and in the disciplinary process. The Employer agrees that counseling on various work performance and/or job assignments shall be reduced to writing and a copy furnished to the employee.

During counseling of the employee, if the employee so chooses he/she may request union representation. Employer agrees that, when issuing verbal work improvement counseling sessions, such counseling sessions shall include specific instructions for the employee to accomplish and attain said work improvements.

Article 14 - Duration

This Agreement shall be effective the first day of January, 1998 and remain in full force and effect to and including June 30, 2001 or until amended or modified by mutual consent.

Article 15 - Future Negotiations

The Union agrees that, in the event it wishes to modify this Agreement, the Union or its designated representative shall give written notice to the Employer within 90 days of the expiration date of a contract Agreement of its intention to establish a date for the initiation of negotiations.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

Article 16 - Conduct of Employees

No City employee shall participate during working hours in any political campaign or issue. Any violation of this policy will be cause for disciplinary action.

If an employee is required to leave the office unexpectedly, for an extended period of time, they must leave a phone number where they can be reached.

All employees should conduct periodic safety reviews. Employees should inform their supervisor of all safety and/or maintenance concerns on City property.

While on duty all employees shall dress and conduct themselves in a professional manner.

To minimize hazards you are required to maintain a clean work area. Each employee shall be responsible for the appearance of his/her work area. Lunch breaks should be taken in a designated area provided by the City and not at work stations.

All personal business, such as appointments, telephone calls, mail, and visits shall be handled outside of working hours if possible. If non-emergency calls are necessary they should be during breaks or lunch time at places other than the work site, except in the event of an emergency.

Absences should be reported as far in advance as possible and prior to the start of the work day in all cases.

Some employees of the City may be required to wear uniforms, badges or identification. When such a requirement occurs, the City will be responsible for purchase of the necessary items.

It is important that personnel records be current at all times. Any change of address, telephone number, marital status, or number of dependents shall be reported to the Dep. Clerk at once so that the necessary corrections can be made.

Article 17

The City and Union agree to work together in a effort to improve service to the public and resolve issues of mutual interest.

SCHEDULE FOR SALARY AND BENEFITS FOR
D.P.W. AND CLERICAL EMPLOYEES OF THE CITY OF ROCKWOOD
COVERED BY THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF ROCKWOOD AND METROPOLITAN
COUNCIL NO. 25 AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

APPENDIX A

Vacation

All employees have certain periods each calendar year when their administrative work is greater than at other times. Every effort should be made to avoid scheduling vacations during the known active time of your department.

The anniversary date for purpose of computing vacation time will be the hiring date of each employee.

Each employee hereof shall receive a vacation, fully paid, as set forth herein: beginning at the completion of the first year and thereafter;

1 year to 2 years	= 10 days
3 years to 4 years	= 14 days
5 years to 9 years	= 18 days
10 years to 14 years	= 22 days
15 years and thereafter	= 29 days

It is further agreed by the City of Rockwood and the Rockwood DPW and Clerical employees Council 25 that employees be allowed to split his/her vacation time and give no less than thirty (30) days notification.

Vacation with pay are based upon an employee's length of continuous employment but no vacation rights shall vest until after six (6) months of service.

In the event of a dispute regarding the choice of vacation time, whenever practical, the greater seniority employee will be given his/her choice of vacation.

If a holiday falls within an employee's scheduled and approved vacation time, the employee will not be charged for that day as a vacation day.

Each employee may carry over only (5) unused vacation days from one year to the next. Any vacation banks in existence on January 1, 1996 which contain over five (5) days shall remain frozen, and shall be used with approval of the City only for medical purposes or upon retirement.

The City will pay an employee wages in lieu of vacation days, if requested.

CONTINUING EDUCATION

City Employees may be budgeted \$400 for travel and registration fees. Permissible functions include conventions, luncheons, meetings, seminars and training sessions, etc., that are related to the Governmental operation of the Municipality.

Education for employees will be mandatory on a yearly basis with a maximum of 40 hours and minimum of 20 hours of training. Training will be related to the employees' current position and approved in advance by the City Council. Schooling will be paid in advance by the employee and reimbursed upon proof of a passing grade.

An employee who does not use the opportunity for education to keep abreast of skills and changes within their current job description with the City may be realigned to a different position that their skills are more readily suited at no loss of pay.

HOLIDAYS

The following shall be considered as paid holidays at regular time for the purposes of this Agreement effective January 1, 1998

- 1) New Year's Day
- 2) President's day (Third Monday of February)
- 3) Good Friday
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Thanksgiving Day
- 8) Day after Thanksgiving
- 9) Christmas Eve
- 10) Christmas Day
- 11) New Year's Eve
- 12) Employee's Birthday

Employee's birthday will be used as a personal development day and will be granted the day off, same to be utilized by the employee toward his personal development in any manner, in his sole discretion.

Whenever a holiday falls on a Saturday, the Friday preceding shall be considered a holiday. Whenever a holiday falls on a Sunday, the Monday following it shall be considered a holiday. This holiday schedule may be altered by mutual written agreement between the City and employee.

Funeral Leave

An employee shall be entitled to four (4) working days per funeral to make preparation for and attend the burial and funeral of an immediate member of his family within three hundred (300) miles of the City of Rockwood. In excess of three hundred (300) miles employee shall be allowed five (5) working days. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandchildren, grandparents, grandparents-in-law, brother, sister, daughter-in-law and son-in-law.

If death of spouse and/or children occurs, an additional two (2) working days shall be allowed. Any additional necessary funeral leave shall be charged against accumulated sick leave time, subject to the approval of the Department Head.

Sick Leave

Each employee shall accumulate one (1) day of sick leave credit for each month of service rendered , same not to accumulated in excess of (100) days.

1. Employees are required to give appropriate notice to their supervisor of the necessity for taking sick leave. It is clearly understood that sick leave is for medical reasons only. The City may refuse to allow paid sick time where, in its judgement there is insufficient evidence to support the employee's claim or where the employee has not given timely notice.
2. An employee may be required to submit a report from a doctor if off for a five (5) day period or injury indicating that he/she is physically able to return to work without limitation or restrictions.
3. Doctor appointments during working hours: Employees are urged to make doctor and dental appointments on weekends and after work hours. When it is necessary to make such appointments during the regular workday, they must be approved in advance by the employee's immediate supervisor. Appointment must also be certified by providing to supervisor a signed slip from the doctor.
4. Sick leave may be used for attendance of a sick spouse or child.

An employee or his designated beneficiary or estate shall be entitled upon death or retirement of the employee, to an amount equal to their accumulated sick days same not to exceed seventy (70) days, payment to be determined by the computation of the hourly wage of the employee at his retirement date.

The Union will provide the necessary forms for the purpose of keeping the City up to date as to the employee's designated beneficiary or beneficiaries. Forms shall include vacation pay due, longevity and wages due. Forms must be notarized before being submitted to be valid. A failure to comply with these guidelines would put the said funds into the employee's estate upon his/her death.

An employee shall be entitled to twenty-five percent (25%) pay for accumulated sick days upon being laid off. In the event of resignation, an employee shall receive twenty-five percent (25%) pay off.

Family and Medical Leave Act

1. With respect to all leaves covered by the Family and Medical Leave Act of 1993, the City will follow the provision of that Act. Employees who have worked for at least six (6) months and at least 953 hours and have successfully completed probation may take up to twelve (12) work weeks of unpaid leave during any twelve (12) months period commencing with the first date of the previous FMLA leave.
2. During an approved leave of absence, the City will continue health coverage (Medical, dental, life insurance, vision benefits, as available) and the employee must continue to pay his/her share of the cost of coverage on the same terms and conditions as during active employment. Failure of the employee to make timely payment will result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for the cost of coverage during the leave unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.
3. During the unpaid portion of any leave granted under the FMLA, the employee shall not accrue hours toward any employment benefits which are available on the number of hours worked by an employee (e.g. vacation, medical leave, personal leave, etc.). Employment benefits accrued by the employee up to the day on which the FMLA leave begins will not be lost.
4. Employees must use any available paid vacation and paid personal leave days toward the twelve (12) weeks of FMLA leave; available sick days benefits shall be similarly used when FMLA leave is taken because of serious health conditions of the employee her/himself. Thus, the portion of FMLA leave which is vacation leave, personal leave, medical leave, will be paid according to those articles of the contract.

5. Applications for FMLA leave must be submitted in writing to the Administrative Coordinator. Application should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) days notice is not possible.

Workman's Compensation

"If employee is injured on the job and is put on Worker's Compensation pay, the City shall pay the difference to make full pay without employee having to use personal sick leave for a period of eighteen (18) months. If said employee is unable to perform his or her regular duties as the result of an on-the-job accident and/or illness, the City will attempt to accommodate that employee by providing work for the employee based upon that employee's ability to perform such other work.

Personal Leave

Personal business days shall be granted up to three (3) days per year. However, when taken, same shall be deducted from employee's accumulated sick days. Personal leave is not accumulative from year to year.

Longevity

Effective January 1, 1994: Employees, upon completion of the below indicated years of service, shall receive the following amounts of longevity pay. Payments shall be received as in past.

After 4 years	\$275.00 per year
After 10 years	\$475.00 per year
After 15 years	\$725.00 per year
After 20 years	\$925.00 per year

Life Insurance

The amount of life insurance for full-time employees shall be thirty-five thousand dollars (\$35,000) with double indemnity.

Uniforms

All work uniforms for full time/non seasonal DPW personnel shall be standardized. Work uniforms shall consist of blue hat, light blue shirt and dark blue trousers. City may provide a city logo or name plate to be worn on uniforms. Each DPW employee shall receive annual compensation in the amount of three hundred twenty-five dollars (\$325.00) in 1998; three hundred fifty dollars \$350.00 in 1999; three hundred seventy-five dollars \$375.00 in 2000; and four hundred dollars \$400.00 in year 2001. The amount payable shall be

paid semi-annually payable in July and January. The City will also provide up to one hundred fifty dollars (\$150.00) per year for approved safety shoes, payable in July. These shoes must be worn at all times.

The City shall furnish gloves and (foul-weather) gear to DPW employees not to exceed two hundred dollars (\$200.00) for all DPW combined.

Clerical employees shall be provided a clothing allowance, in the amount of two hundred dollars (\$200.00) in 1998; two hundred twenty-five dollars (\$225.00) in 1999; two hundred fifty (\$250.00) in 2000; and two hundred seventy-five (\$275.00) in 2001. Payable in July.

Each employee is required to report in wearing clean and presentable uniforms.

Commercial Driver's Test

Employees recognized the federal regulations (49 CFR, parts 390 and 391) which require any employee holding a commercial driving license and operating a commercial vehicle to submit him or herself to tests for both alcohol and drug use. Said tests may be conducted by the City as part of pre-employment application, random testing during employment, post accident upon reasonable suspicion of use, and upon return to work. If their commercial driving license has failed to be renewed or has been revoked, the employee must immediately notify the City. Failure to comply with this affirmative obligation subjects the employee to disciplinary measures up to and including dismissal from employment."

Overtime - Call in

If requested to work overtime, an employee shall do so unless he is excused for good cause. Employer will try to give employees at least four (4) hours advance notice when they are required to work overtime.

Overtime shall be paid for all hours worked over 40 hours in the regular work week. Overtime pay shall be paid for Saturday work or Sunday work if employees have worked full time each scheduled work day, Monday through Friday, or have been excused by Employer.

Anything over sixteen (16) hours worked without an eight (8) hour break is double time, and if conditions warrant longer hours to complete the work, the employee will at the end of sixteen (16) hours be permitted to take a two (2) hour rest break, and starting the 17th hour worked, reimbursement shall be at double time.

The rate for overtime pay shall be one and one-half times the employee's regular hourly rate and no overtime shall be paid unless

such overtime as to amount and occurrence shall be specifically authorized by the department head.

DPW employees shall get a minimum for (4) hours at time and one half for all call-ins. When the leader is unavailable for call-in and the next senior employee is called in, said next senior employee shall receive the leader's pay for the first two (2) hours of the minimum four (4) hours. The last two (2) hours will be paid based on the employees regular rates. Clerical employees shall get a minimum of two (2) hours paid at time and one-half for all call-ins.

DPW employees shall keep a log of all activities performed during these hours. Whenever possible, the job that the employee was called in for shall be completed to the best of his ability before employee leaves.

When employees work more that twelve (12) hours in one twenty-four hour period they shall receive meal voucher for up to five (\$5.00) dollars.

Stand-By Beeper Pay

During off hours, full time DPW employees shall be required to wear a pager and to respond to a pager call for City emergencies. Each DPW employee will be compensated six hundred twenty-five dollars \$625.00 in 1998 for stand-by calls, paid semi-annually. Second year of contract (1999) each DPW employee will be compensated six hundred fifty dollars (\$650.00) per year, paid semi-annually. Third year of contract (2000) each DPW employee will be compensated six hundred seventy-five dollars (\$675.00) for stand-by calls paid semi-annually. And, each DPW employee will be compensated seven hundred dollars (\$700.00) in the year (2001) for stand-by calls paid semi-annually.

Hospitalization

The City will, at its sole expense, provide employees with Blue Cross/Blue Shield coverage or its equivalent or better coverage covering the employee and his/her family. The Union retains the right to confer with the city, should a change in hospitalization insurance carrier be proposed. Acceptability of carrier to be a factor in any proposals received. Increased dental or optical coverage to be contingent upon cost savings. It is understood that any change in carrier must be accepted on a City-wide employee basis.

In the event that death results to a member while working for the City or a member becomes totally incapacitated for work by reasons

of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of his employment with the City and retired by the City, the employee's dependents or surviving dependents shall have coverage as set forth in the preceding paragraph. Spouse ceases to be covered when he/she remarries. Each child ceases to be covered when he/she reaches eighteen (18) years of age.

Effective February 02, 1998, the City will institute a Community Blue PPO Plan (1) to include 1) preferred drug card/\$10.00 co-pay; 2) vision plan ABO; 3) dental plan 1:50-50-50-800; 4) MOPD; and 5) \$10.00 contraceptive cost.

Both the Union and the Employer shall agree to implement the following procedures which, upon mutual consent of both parties, may lead to the adoption and management of a new and proposed health care benefits package, including, but not limited to, major medical, dental, and vision services. In the event that the process is not complete by the expiration of the old contract (December 31, 1997) and a new health benefits package is not selected or agreed upon by this date, both parties agree, without jeopardizing the acceptance of a new contract, to continue with the same coverage currently provided by the Employer; to continue negotiations until a health benefits package is selected; and, to provide by the Employer; to continue negotiations until a health benefits package is selected; and to provide for an acceptable modification to the new contract. The procedures shall include, but are not limited to, the following:

- A. Develop a bid and specification package (Request for Proposals);
- B. Publish an advertisement/Request for Proposals;
- C. Collect proposals, per the City Charter, and have bids/proposals opened at a public meeting;
- D. Review all proposals with both Union and Employer;
- E. Select proposal, with mutual consent, and seek final ratification from City Council;
- F. Seek appropriate administrative and legal review of cancellation of current health care provider, if beyond the expiration of old contract and establishment of new contract;
- G. Seek entry of accepted plan into contract upon successful cancellation of current plan.

If employee elects to not take medical coverage, the City would agree to pay to said employee \$2,200.00. Payment would be quarterly.

Employee must provide proof of insurance to the City before choosing to drop City policy. If said employee should decide to get back in City plan it would only be during open enrollment which is January. If Insurance Company requests, employee would have to have a physical prior to re-entry. If an employee (and eligible dependent(s)) is covered by another carrier through a spouse that employee may request a transfer to the City Plan only, (1) during period of open enrollment (January); or (2) upon application within thirty (30) days of loss of coverage through spousal plan. Date of coverage for such transfer is governed by provisions of the City's Group Enrollment and Coverage Agreement.

Hospitalization for Retirees

Hospitalization benefits shall be available for all full time employees who have reached the age of 60 years old and have retired from the City with a minimum of 15 years service.

Employer shall pay following percent of hospitalization premium for employee and spouse. Benefits shall continue for spouse in the event of employee's death.

15 years of service	60%
20 years of service	70%
25 Years of service	80%
30 Years of service	100%

Hospitalization Benefits shall be the same as regular employees to include Optical, Dental, Prescription. The City will institute BC/BS Plan L with ML, FAERC, VST, VCA80 and \$10 preferred drug Co-pay. Plan L is Blue Traditional First Dollar Covering with Master Medical \$100/\$200 Deductible 80/20 co-pay.

Jury Duty

An employee who is requested to serve on Jury Duty or requested to appear in court by Subpoena will be paid his full wages upon turning in his court wages less travel. If he/she is released from duty within a reasonable time said person shall return to work.

Pension Plan

The City will maintain the present existing pension plan provided for employees. Said plan effective April 01, 1969 is held and provided by the Employer through the Principal Financial Group of Des Moines, Iowa.

Amended of said plan February 14, 1976 - Vesting Rights: The plan will now provide that after a participant has completed ten (10) years of service with the City of Rockwood, that participant's vesting percentage will be 100%

Amendment effective July 1, 1977: The retirement age shall be reduced to age 62. Effective July 1, 1978, the retirement age shall be age 60. However, it shall not be mandatory for each member to retire at said age.

Amendment effective July 01, 1984: The City shall provide the employees with a pension plan which allows voluntary contributions.

Amendment effective January 01, 1985: The City shall contribute an additional \$7,000.00 to the City's pension plan on behalf of all City employees for the purpose of increasing the pension factor.

Amendment effective July 01, 1986 and July 01, 1987: The City shall contribute an additional \$3,500.00 to the City's pension plan on behalf of all City employees for the purpose of increasing the pension factor.

Amendment effective January 01, 1998: the Pension factor should be changed from 1.46 to 1.53.

Residency

DPW and Clerical employees shall be entitled to reside within a radius of fifteen (15) miles from the Rockwood City Hall.

Shift Differential

City agrees to pay a shift differential of thirty-five (.35) cents for afternoons and Forty-five (.45) cents for midnights.

Leader Pay

When leader is absent from the job due to vacation or illness, the next qualified seniority employee shall assume the duties and responsibilities of leader and leader's pay will be given for full length of absence.

Step-Up-Pay

When the administrator position is vacant, each full time employee of this contract shall receive \$1.00 per hour extra until the position is filled.

Office Hours

Office hours will be 8:00 a.m. till 4:30 p.m. Monday through Friday. Employee shall receive a 1/2 hour non-paid lunch period.

Job Classification

The following shall constitute a schedule of job classification for hiring of clerks and DPW Laborers.

CLERKS:

Clerk I Duties include typing letters, receiving visitors and telephone calls, maintaining departmental records and typing reports. In addition, this employee answers inquiries from the public or refers calls to other personnel as necessary. Entrance requirements for this position include graduation from high school and skill in typing, office filing, and record keeping. This is an entry level position that can be learned in less than six months.

Clerk II Duties include receiving payments for municipal billing, taxes, fines, licenses, and other charges. In addition, this employee prepares summary reports, and types forms, notices and records. Entrance requirements for this position include graduation from high school, with some college course work preferred, and several years of responsible clerical experience.

Clerk III This position is supportive to a department head. Duties include typing correspondence, maintaining department records, answering telephones, and receiving visitors. This employee also maintains files, payroll records and department supplies. In addition, duties may include gathering budget data from the department head, cashiering, bookkeeping, typing and computer data entry. This is a position that requires a minimum of one (1) year experience with the City of Rockwood.

DPW LABOR:

Public Works Entry Level 1

Duties include performing manual labor involving the operation of motorized equipment, small vehicles, and trucks. This employee works as part of a crew under immediate supervision. Requirements for this position include graduation from high school and physical dexterity. This is an entry level position that could be learned in less than six months.

For entry level D.P.W. Personnel it will take (4) years of active employment to reach the maximum pay scale of the current D.P.W. workforce. There will

be a probationary period of 91) one year upon date of hire.

Public Works Level 2

Duties include operating the heavier, more complex equipment, such as backhoe, road grader, and street sweeper. This employee works as part of a crew performing manual and semi-skilled work in the public works department. entrance requirements include graduation from high school and some prior experience as a public works employee.

Public Works Level 3

Duties include organizing work, inspecting work in progress, and enforcing safety requirements. In addition, this employee maintains records of time worked by the crew, and expenditures mae, and performs repair work. entrance requirements for this position include graduation from high school, appropriate certifications from the State of Michigan, and three to five years of responsible public works experience.

SALARY SCHEDULE

From January 01, 1998 to December 31, 1998

Clerk I	\$ 9.46
Clerk II	\$10.82
Clerk III	\$13.52
Labor I	\$10.63
Labor II	\$12.44
Labor III	\$15.18
DPW Leader	\$15.84

From January 01, 1999 to December 31, 1999

Clerk I	\$ 9.72
Clerk II	\$11.11
Clerk III	\$13.89
Labor I	\$10.89

Labor II	\$12.44
Labor III	\$15.55
DPW Leader	\$16.26

From January 01, 2000 to December 31, 2000

Clerk I	\$ 9.99
Clerk II	\$12.44
Clerk III	\$14.27
Labor I	\$11.14
Labor II	\$12.74
Labor III	\$15.92
DPW Leader	\$16.64

From January 01, 2001 to June 30, 2001

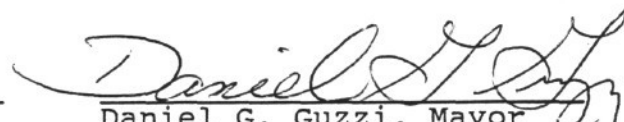
Clerk I	\$10.26
Clerk II	\$11.73
Clerk III	\$14.66
Labor I	\$11.42
Labor II	\$13.05
Labor III	\$16.31
DPW Leader	\$17.03

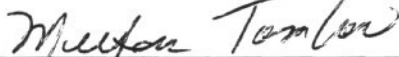
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day of May 1998.


American Federation of State
County and Municipal Employees
Council No. 25, AFL-CIO
Local 292

City of Rockwood


Joseph F. Gonyea, Steward


Daniel G. Guzzi, Mayor


Milton Tambor, Staff Representative
DEFS2446610.51075796-00001


Evelyn King, City Clerk