6/30/2000

AGREEMENT

Between

The

CITY OF SWARTZ CREEK

And

SWARTZ CREEK CITY EMPLOYEES UNION

AFSCME 1918-G

July 1, 1997 - June 30, 2000

Swartz Creek, City of

INDEX

ALPHABETICAL INDEX

SECTION NO. 1 - AGREEMENT

This agreement is made the 1st day of July, 1997, between the City of Swartz Creek, a Municipal Corporation, hereinafter referred to as the "Employer" and the Swartz Creek Employees Union, Chapter G of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees, (AFL-CIO) hereinafter referred to as the "Union."

(NOTE: The headings used in this agreement neither add to, nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT: The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Union so as to enhance the Employer's ability to totally serve the community.

SECTION NO. 2 - MANAGEMENT RIGHTS

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and generality of the foregoing, the right:

1. Of exclusive management and control of the governmental system, its property, facilities, operations and affairs.

2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.

3. To make and change rules and regulations not inconsistent with the terms and provision of this agreement.

4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

5. To subcontract the performance of services, but not to erode the work force.

6. To determine the number and location or relocation of its facilities.

7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.

8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

SECTION NO. 3 - RECOGNITION

A) Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described as follows:

   1) Department of Public Services - Public Service Employee, Public Service Employee III, Public Service Employee IV, Mechanic, and Department of Public Services General Part-Time.

   2) Clerical Employees - Account Clerk, Clerk-Typist Employee, Clerk-Typist III, Executive Assessment Clerk, Clerical General Part-Time.

B) The following employees will not be in the bargaining unit: City Manager, City Clerk, Deputy City Clerk, City Assessor, City Treasurer, Deputy City Treasurer, Finance Officer, Deputy Finance Officer, Code Enforcement Officer, Director of Public Services, Foreman of Public Services, all policemen and firemen.

C) It is the understanding of the parties that in the event of future growth of any department of the Employer necessitating a supervisor position as defined in Public Act No. 379 that such position shall at that time be excluded from the unit.

D) It is understood that the Employer on this date recognized Michigan AFSCME Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, as sole exclusive bargaining representative as defined in Public Act No. 379 for the bargaining unit described above.

E) The Employer will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

SECTION NO. 4 - UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP

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

B) 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 for the duration of this agreement, on the first pay period of the month after an employee has been employed for a period of thirty (30) days.

C) Nonpayment of special dues levied by the Union, other than monthly dues, service fees and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.

D) On and after the thirty-first (31st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership shall, as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union.

E) Employees shall be deemed to be in compliance with the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

F) The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in the payment of membership dues or service fees.

SECTION NO. 5 - UNION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF

A) Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, provided by the Union. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agree to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (G) of this section.

B) When Deductions Begin

Check-Off deductions under all properly executed Authorization form Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following thirty (30) days employment and the first pay period of each month thereafter.

C) Remittance of Dues to Financial Officer

Deduction for any calendar month shall be remitted to the designated financial officer of the Local with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

D) Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E) 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 decided at the STEP TWO of the grievance procedure.

F) Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union shall protect and save harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G) Authorization of Check-Off of Dues Form

SECTION NO. 6 - STEWARDS AND ALTERNATE STEWARDS

Employees in the group classifications listed below shall be represented by a Chief Steward or a Steward for Group I or a steward for Group II. During overtime periods an alternate steward may be appointed by the Chairman of the Chapter.

1. Group I - Department of Public Services

2 Group II - General Office Personnel

The Group I Steward, or the Group II Steward, or the Chief Steward may investigate grievances; however, it is specifically agreed that only one steward shall investigate a grievance. In the event it becomes necessary for a Steward to investigate grievances during the Steward's normal shift, the Steward shall be paid at his/her regular rate for that time as though working, provided however, such time spent must be kept within reasonable limits.

SECTION NO. 7 - SPECIAL CONFERENCES

A) Special conferences for important matters may be arranged between the Employer or its designated representative and the Union upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Chapter, a representative of Council No. 25 or the International Union, and two representatives of the Employer. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at

the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. Members of the Union shall not lose time or pay for time spent in such special conferences.

B) The Union representatives may meet at a place designed on the Employer's property for a time not to exceed one-half hour preceding the conference.

C) All supplemental agreements shall be subject to he approval of the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days.

SECTION NO. 8 - GRIEVANCE PROCEDURE

Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

A) Informal Grievance Procedure

An aggrieved employee should promptly notify her/his department head or his designee that she/he has a grievance. The Employee may at her/his option discuss the matter directly with the supervisor or request the presence of her/his Steward for the purpose of attempting to adjust the grievance.

B) Formal Grievance Procedure - STEP ONE

1. If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the department head or designee.

2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered derivable under this agreement.

3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the department head or designee shall sign and

date a copy which shall be returned to the grievant and the Chief Steward or his designee. A meeting shall be held if requested by either party.

4. The department head or his designee shall provide a written answer to the grievant, and/or the Chief Steward or his designee within ten (10) working days. The grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.

5. In the event the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the Union.

C) STEP TWO

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One an/-swer (See Paragraph No. 5 above).

2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or designee and/or Council No. 25 representative or a national representative Representatives of the Employer and the Union shall not exceed five (5) in number collectively (including the grievant).

3. Within seven (7) working days following the conclusion of such meeting(s), the City Manager or his designee shall provide the grievant and the Chief Steward or designee with a written disposition of grievance.

D) STEP THREE

In the event of an unsatisfactory decision, the Chapter Chairperson may submit the grievance to arbitration within fifteen (15) working days of the expiration of the decision time limit placed on Step Two. Written notice to the Employer shall constitute a request for arbitration.

1. The Employer and the Union shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel of arbitrators. The

parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the list, the American Arbitration Association shall be requested to provide a third panel of three (3) arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the third list, the American Arbitration Association shall appoint an arbitrator.

2. The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any Court of competent jurisdiction.

3. Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Union.

4. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.

5. The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award which provides the employee compensation greater than would have resulted had there been no violation.

6. The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date of written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation, or new wages for personal services that she/he may have received during their regular course of employment for the period in question.

E) Restitution/Reinstatement

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day

of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employees during the period, as indicated in Step Three, Sub-Section No. 6. A decision may be rendered to reinstate the employee without back compensation or benefits.

2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

3. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

SECTION NO. 9 - DISCHARGE AND DISCIPLINE

A) The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided further, that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.

C) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure at B Formal Grievance Procedure.

E) Use of past record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on his employment application; specifically exempting therefrom any intentional misinformation regarding his physical or mental health. Prior to imposition of a suspension

of one or more days the Employer will review the employee's past written discipline.

SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES

A) It is agreed that employees are subject to a probationary period of six (6) months of regular, full time employment. In the event a probationary employee is absent from work for any reason including approved leaves or on the job injury, the probationary period shall be extended for any period the employee was absent. During the probationary period the City shall have the sole right to discharge, discipline, transfer, demote, or layoff probationary employees for any reason, without recourse to the grievance and arbitration procedures.

B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions; provided, however, in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, the matter is without recourse to the grievance and/or arbitration procedure.

C) During the probationary period each employee shall be credited with vacation and absent leave accrual, but in no instance shall such accrual have any value whatsoever unless and until the employee completes his probationary period. In the event the employee completes his probationary period, vacation and absent leave accrual shall be credited, as if earned, to the employee to be credited from the first day of hire. An employee failing to complete the probation period for reason of resignation, death, except job related death, discharge, or layoff, shall not be entitled, nor be considered to have earned, nor be paid for any of the vacation or absent leave he would have accrued had he satisfactorily completed his probationary period.

D) The period of probation is expressly understood to be part of the entrance requirements and that the appointee as a permanent employee is not established until completing the period of probation.

E) There shall be no seniority among probationary employees.

SECTION NO. 11 - SENIORITY

A) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

B) The seniority list on the date of this agreement will show; the names, job titles, rates of pay, and date of hire for all employees of the union entitled to seniority.

C) The Employer will keep the seniority list up-to-date at all times and will provide the Chapter membership with an up-to-date copy at least every ninety (90) days.

D) Seniority shall be determined among the employees of each unit, namely Group I and Group II.

E) Upon satisfactory completion of the probationary period, seniority will commence with the first date of employment.

SECTION NO. 12 - LOSS OF SENIORITY

A) He/she quits and/or resigns.

B) He/she is discharged and the discharge is not subsequently reversed.

C) He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost seniority and employment has been terminated.

D) If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

E) Returns from sick leave and leaves of absences will be treated the same as Sub-Section (C) above.

F) If the disposition of Sub-Section (B) through (E) are unsatisfactory the matter may be referred to the grievance procedure.

G) If the employee is laid off for a period of his seniority or a three (3) year period, whichever is shorter.

SECTION NO. 13 - LAY-OFF DEFINED

A) The word "layoff" means a reduction of the work force due to either lack of funds or lack of work.

B) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary then part-time employees will be laid off first within each classification. Seniority employees will be laid off according to their inverse seniority as defined in Section No. 11 of this agreement.

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employee may not bump from one group to another.

C) Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

D) Notwithstanding their position on the seniority list, the Chapter Chairman, Chapter Secretary-Treasurer, Chief Steward and Group Steward of the Chapter, shall in the event of a layoff be continued at work, provided there is an open position to be filled within their group. In the event of a layoff and the persons holding the above Chapter positions are involved, layoffs shall occur in inverse order as listed above.

SECTION NO. 14 - RECALL PROCEDURE

A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he/she shall be considered a quit. However, with proper notification the employee shall have ten (10) working days from date of recall to report to work.

B) Recall rights are subject to the provision of Section (G).

SECTION NO. 15 - TRANSFERS

A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, transferred again to a position within the bargaining unit, he/she shall accumulate seniority while working in the position at which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer to the basis of ability to perform and seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

SECTION NO. 16 - PROMOTIONS

A) Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1 His/her ability to perform the job.

2. His/her desire to remain on the job.

B) In the event the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. In the event the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure.

C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification.

D) During the trial period, employees will receive the rate for the job they are performing.

SECTION NO. 17 - REEMPLOYMENT

A) Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as it otherwise provided for within the terms of this agreement.

SECTION NO. 18 - EDUCATION LEAVE OR ABSENCE LEAVE FOR VETERANS

A) Employees who are in some branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay is submitted to maximum of two (2) weeks per year.

SECTION NO. 19 - LEAVES OF ABSENCE

A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his/her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their reemployment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided however, such leaves shall only be granted to one employee from each of the units.

B) Prolonged illness in immediate family. A seniority employee may be granted a leave of absence, not to exceed thirty (30) days, due to illness in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-

Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay. Seniority will accumulate during such leave.

C) Personal leave. A written request stating bona fide reasons for a personal leave of absence shall be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period.

D) Educational Leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A) A sick and accident insurance policy will be provided to each full time employee which shall provide for coverage commencing on the first day of hospitalization, or first day of an accident or on the eighth consecutive day of sickness. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed eight hundred fifty ($850.00) dollars in any biweekly period. Such sick and accident coverage will be provided without cost to he employee and an employee while on sick leave will be eligible for all other benefits provided by this agreement; provided however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of sick leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees, sixty-five years old or older, shall not be eligible for this coverage.

B) Absent Leave. Seniority employees will be allowed to be absent from work ninety-six (96) hours during the calendar year. Such leave will be available to seniority employees on January first of each year; however, such leave shall be earned at the rate of eight hours leave per calendar month. Accordingly, absent leave will be prorated on all new hires following completion of probation and termination at the rate of eight hours per calendar month of service.

C) The use of such absent leave for purposes other than sickness may not be less than one (1) hour for office personnel and public service personnel nor more than sixteen (16) consecutive hours for either department. Further, such leave shall not be used to precede or extend vacation leaves. Provided, however, such leave may be used to round off a fraction of a vacation day.

D) Such absent leave may be used as sick leave; however, in the event such use exceeds twenty-three (23) consecutive working hours, the employee, prior to returning to work, may be required to submit a medical report indicating that the employee has sought medical care and is able to resume

his duties and responsibilities. Employees absent due to illness shall give notice to their immediate supervisor of such illness and shall give said supervisor reasonable continuing information relative to the expected length of such absence.

E) Any unused absent leave, eighty (80) hours or less, shall be paid to the employee. Such payment will be made with the first biweekly pay of the next calendar year. Such payment will be based on eighty (80) hours or less of any unused absent leave on December 31st of each year.

F) Absent leave provisions for probationary employees are subject to Section 10, Paragraph C of this Agreement.

G) Sick and accident insurance benefits shall be effective the first day of the month following the date of hire.

SECTION NO. 21 - FUNERAL LEAVE

A) Funeral leave hours pursuant this Section are for the express purpose of arrangements and attendance at funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B) An employee shall be allowed to be off from work a maximum of thirty-two (32) consecutive hours with pay, per death, beginning with the day of death and terminating with the day of funeral, as funeral leave, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Grandparents, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, or a member of the employee's immediate household.

C) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Grandson, Granddaughter, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Niece or Nephew.

D) One employee selected to be a pallbearer of a deceased employee will be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral.

E) The Chapter Chairperson shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay for the exclusive purpose of attending the funeral of a member of the Swartz Creek City Council or a member of the Bargaining Unit.

F) In the event a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's absent, or vacation leave. In

the event the employee does not have either absent or vacation leave, travel days may be authorized without pay.

G) In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 22 - LONGEVITY PAY

A) Only full time seniority employees may be eligible for longevity pay pursuant to this section. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5), eleven (11) or sixteen (16) years of service by January 1 of the year in which the longevity is to be paid.

B) Longevity pay will be paid according to the following schedule of Longevity Percentages based on the employee's seniority date as of January 1 of the year in which the longevity is to be paid:

5 to 10 years	2%
11 to 15 years	4%
16 years and over	6%

C) Longevity pay in the amount of the "Longevity Pay Amount" will be paid once a year, by separate check, on the last pay day in October. Such annual longevity pay shall be paid for the Service Period. The Service Period shall be the period from October 1 of the preceding calendar year to and including September 30 of the year in which the longevity pay is to be paid; except that in the case of an employee who dies, retires or resigns during the Service Period, such employee's Service Period shall be equal to the period of October 1 of the preceding calendar year to and including the date of such employee's death, resignation, or retirement.

D) The Longevity Pay Amount for each employee shall be equal to and determined by the following formula:

"Longevity Pay Amount" =

$$\frac{\text{Month in Service Period}}{12} \times \text{Longevity Percentage} \times \text{Employees Gross Pay Per W-2 for the Previous Calendar Year}$$

SECTION NO. 23 - WORKING HOURS

A) The regular full working day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.

B) The regular full working day for the General Office Personnel shall consist of eight (8) hours per day from 8:00 A.M. to 5:00 P.M., plus one (1) hour off for lunch. Said lunch period shall be without pay.

C) Employees may take a "coffee break" not to exceed fifteen (15) minutes in length in the morning and in the afternoon, or the first half and second half of their regular shifts, which may apply.

D) In the event an employee reports for work to his regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he shall be paid for the balance of his shift.

SECTION NO. 24 - SHIFT

A) A regular shift in the Department of Public Services shall not exceed eight (8) consecutive hours per day.

B) A regular shift in the General Office shall not exceed eight (8) consecutive hours per day.

C) A regular Department of Public Services scheduled week shall not exceed forty (40) consecutive hours.

D) A regular General Office scheduled week shall not exceed forty (40) consecutive hours.

SECTION NO. 25 - SHIFT HOURS

A) The first shift is any shift that regularly starts on or after 6:00 A.M., but before 8:00 A.M.

B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.

C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

SECTION NO. 26 - SHIFT PREMIUM

A) Employees who work on the second or third shift shall receive in addition to their regular pay for the pay period twenty-five (.25) cents per hour and thirty-five (.35) cents per hour respectively as additional compensation.

SECTION NO. 27 - OVERTIME PROVISION

A) Time and one-half (1 1/2) will be paid as follows:

1. Any hours worked other than the regular shift.

2. An employee reporting for unscheduled overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section 2.

B) Double time will be paid as follows:

1. For all hours worked during designated holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday provided; however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.

2. In the event an employee is called to work while on vacation.

SECTION NO. 28 - ON CALL DUTY

A) The Director of Public Services or his designee will schedule employees for on call duty when in the opinion of the Director on call services are needed.

When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in the same manner as equalization of overtime, Section 36.

B) On call employee will be furnished with Beeper No. 1. The beeper will be provided by the City at no cost to the employee.

C) Response Time - An on call employee, while on duty, will remain within fifteen (15) miles of the City.

D) On Call Shift - The shift for on call will commence at the end of the employee's regular shift and end at the start of his/her next regular shift.

E) Payment for on call is two (2) hours straight time pay per day. Should employee have call-in overtime, said call-in pay will be in addition to on call pay.

SECTION NO. 29 - HOLIDAY PROVISIONS

A) The paid holidays are designated as a full day:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	December 24th
Fourth of July	Christmas Day
Labor Day	December 31st
	Employee's Birthday

Employees will be paid their current rate based on a regular day for said holidays.

B) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

SECTION NO. 30 - VACATIONS

A) An employee will earn credit toward vacation with pay in accordance with the following schedule during the calendar year for use after January first of the following calendar year.

COMPLETED SERVICE YEARS	ANNUAL EARNED PER MONTH	MAXIMUM
1 - 4	5/6 day	10 days
5 - 15	1¼ days	15 days
16	1¼ days plus one additional day	16 days
17	1¼ days plus two additional days	17 days
18	1¼ days plus three additional days	18 days
19	1¼ days plus four additional days	19 days
20	1¼ days plus five additional days	20 days

B) Employees who are entitled to a fourth week of vacation may receive payment in lieu of vacation for that period, if at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.

C) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An employee will receive a written explanation for any denial of vacation.

D) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

E) Employees who are entitled to one (1), two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for all or part of said vacation by mutual agreement between the parties. Said agreement shall be in writing signed by the employee and the City Manager.

F) If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, his vacation will be rescheduled. In the event his

incapacity continues through the year, he will be awarded payment in lieu of vacation.

G) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H) If an employee terminates for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his/her vacation the following year.

I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

J) Employees may accumulate one (1) week of their annual earned vacation.

K) Vacations within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received and same day, seniority shall prevail in the granting of either request.

L) Use of vacation for purposes of sickness is prohibited.

SECTION NO. 31 - UNION BULLETIN BOARDS

A) The Employer will provide bulletin board space in each building which may be used by the Union for posting notices.

SECTION NO. 32 - RATES AND CLASSIFICATIONS NEW POSITIONS

A) When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

SECTION NO. 33 - TEMPORARY ASSIGNMENTS

A) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such position. Such

employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

B) Supervision shall not perform bargaining unit work; provided, however, that in the event of emergencies and/or training sessions supervision may perform bargaining unit work during such periods of time. In consideration of such provisions, the Employer shall have the right to assign employees to perform work in a higher classification for not to exceed three (3) hours in each pay period. Employees who perform duties in a higher classification in excess of four (4) hours shall be compensated at the higher rate for all time worked in excess of four (4) hours. Time spent by an employee in training and/or developing skills in operating equipment or performing duties outside the employee's job specifications shall not be considered as working out of classification. As nearly as possible, the Employer shall attempt to equalize opportunity for training or skill development among the employees of each group.

SECTION NO. 34 - JURY DUTY, COURT LEAVE

A) A full time employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

B) Any employee who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay for time spent in Court.

SECTION NO. 35 - SAFETY COMMITTEE

A) A safety committee of employees and the Employer representative is hereby established. This committee will include the Steward of the Union and shall meet at least once per month during regular daytime working hours for the purpose of making recommendations to the Employer.

SECTION NO. 36 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY

A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of their duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B) If the employee suffers lost time because of the injury received at work, Worker's Compensation will be paid in accordance with the provision of the Compensation Act of the State of Michigan.

C) In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross pay and the above Worker's Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference.

SECTION NO. 37 - HOSPITALIZATION - MEDICAL COVERAGE

A) Commencing July 1, 1997 through the term of this agreement; the Employer agrees to provide and pay the premium for Blue Care Network BCN5 with office visit co-pay of $10.00, Prescription Drug co-pay of $10.00. Medical Coverage with Hearing Aid Rider and Dependent Children Rider for all full time employees and the employee's immediate family.

B) The Employer shall provide, at its sole cost for all full time employees, a 75/25 Dental Plan identified as follows: Group Dental Benefit Basic Certificate 4677-1.

C) The City agrees to pay, pursuant to the provisions of each Paragraph of this Section, the Medical and Dental for each month the seniority employee is actively at work. In the event the employee is unable to work due to illness or injury covered by Worker's Compensation or the Sick and Accident Insurance Program as per Section 20, the City agrees to continue to pay such amounts as required pursuant to each Paragraph of this Section for a six (6) month period.

D) Medical and dental insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he/she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E) Commencing July 1, 1997, the Employer shall pay the premium for Blue Care Network Vision Care Rider for all full time seniority employees and their immediate family members. The benefits to include:

1. Comprehensive eye exam by a Plan Physician or authorized Optometrist in order to determine the need and prescription for corrective lenses. CO-PAYMENT: $5.00 -- per exam.

2. First quality corrective eyeglass lenses provided by Health Plan or by a Health Plan approved or authorized provider. CO-PAYMENT: $5.00. Tinted lenses are covered only if medically necessary and specifically prescribed.

3. Eyeglass frames provided by Health Plan or by Health Plan approved and authorized provider are covered to a maximum of $35.00 per pair.

4. If contact lenses are not medically necessary but are desired by the Member instead of glasses, this Rider provides a maximum of $35.00 toward the cost of the lenses.

5. Medically necessary corrective contact and eyeglass lenses to be used following cataract surgery are covered under the Certificate and not under this Rider.

The limitations and exclusions to include:

1. Limitation on the frequency of the benefits provided under the Rider are as follows:

   a. Comprehensive eye examination -- One per 24 month period.

   b. Corrective eyeglasses or contact lenses -- One pair per 24 month period.

2. Photosensitive lenses, nonmedically necessary tints, safety glasses, and other special or cosmetic features are not a benefit under this Rider. Such features may be ordered with the eyeglasses or contact lenses at the Member's own expense.

3. Repair or replacement of damaged or lost lenses, frames, or contact lenses are not a benefit.

4. Benefits are not provided under this Rider for medical or surgical treatment or drugs or medication relating to vision or eye problems.

F) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:

1. That such sponsored dependent coverage is available.

2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.

3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.

4. After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.

5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.

6. If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sums due and owing to the city as of such date shall be paid by the employee forthwith.

SECTION NO. 38 - LIFE INSURANCE COVERAGE

A) The Employer agrees to pay the full premium of term life insurance plan for each seniority employee, face value of $20,000 double indemnity.

B) The parties agree that the City shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement.

C) The City agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. In event the employee is unable to work due to illness or injury covered by Workman's Compensation or the sick and accident insurance program in Section 20, the City agrees to continue to pay such premium for (6) months.

D) Life insurance benefits shall be effective the first (1) day of the agreement and work out a solution.

SECTION NO. 39 - EQUALIZATION OF OVERTIME HOURS

A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called in event overtime is needed. The employee shall be required to maintain lift stations, park buildings, and such other work as directed during the seven day period.

B) Initial scheduling of bargaining unit employees concerning the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.

C) The name of new employees shall be inserted into the standby schedule, when qualified to perform the work, the first week following the lowest

seniority employee who is on the standby list and has completed their seven day standby period.

D) When more than one bargaining unit employee is required for overtime work, the employee called shall be the next employee on the schedule.

E) Beeper #2 is furnished for on call person.

SECTION NO. 40 - RETIREMENT PROGRAM

A) Current Full Time Seniority Employees

Full time seniority employees of the bargaining unit as of June 30, 1997 shall be entitled to the following retirement benefits:

1) Defined Benefit Retirement Plan B-2 contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's office of the Employer.

B) Newly Hired Full Time Seniority Employees

Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 or full time seniority employees of the bargaining unit who's seniority date (if different from their date of hire) is on or after January 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 5% of the employee participant's gross wages.

C) Defined Contribution Plan Vesting

The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B and C, above, shall become vested on behalf of the employee participant in accordance with the following schedule:

1) Less than 2 years' completed service:	0% vested
2) After 2 years', but less than 3 years' completed service:	10% vested
3) After 3 years', but less than 4 years' completed service:	20% vested
4) After 4 years', but less than 5 years' completed service:	40% vested

5) After 5 years', but less than 6 years' completed service: 75% vested

6) After 6 years' completed service: 100% vested

D) Defined Contribution Plan - Employee's Voluntary Contribution

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of any amount, but not to exceed the amount of such contribution authorized from time to time by the MMERS plan.

Employees may change their voluntary contribution one time each contract year.

SECTION NO. 41 - RATES OF CLASSIFICATIONS

A) From July 1 of each of the following years, the hourly rate of pay for employees hired prior to January 1, 1997 shall be as follows:

	Base Rate Effective		
	07/01/97	07/01/98	07/01/99
Group I - Public Services			
Public Service IV	16.60	16.85	17.10
Public Service III	16.10	16.35	16.60
Group II - General Office			
Clerk-Typist III	13.45	13.70	13.95
Account Clerk	10.50	10.75	11.00

B) From July 1 of each of the following years, the wages for employees hired after July 1, 1997 shall be as follows:

	Base Rate Effective		
	07/01/97	07/01/98	07/01/99
Group I - Public Services			
Public Service Employee	12.00	12.50	13.00
Group II - General Office			
Clerk Typist	8.00	8.50	9.00
Account Clerk	8.75	9.00	9.25

C) General Part Time, Groups I and II - New Hire Range from minimum wage to $8.00 per hour.

SECTION NO. 42 - TEMPORARY EMPLOYMENT STATUS

A) With respect to the hiring of temporary employee, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.

B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred twenty (120) days may be considered a subject for a special conference.

C) Provided further, the Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.

D) It is understood that the provisions of this agreement does not apply to these temporary employees.

SECTION NO. 43 - UNIFORMS

A) The full time employees of Group I shall be provided, without cost to the employee, four changes per week of appropriate uniforms and one (1) lightweight orange coverall, and the necessary coveralls for the Department of Public Services.

SECTION NO. 44 - STRIKE CLAUSE

A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended, by Michigan Public Act No. 379 of 1965, as amended.

B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" employees.

SECTION NO. 45 - DEFINITION OF PART TIME EMPLOYEES

A) Part time employees are defined as employees who are normally scheduled to work less than thirty-two (32) hours per week or who are scheduled to work forty (40) hours per week on a summer seasonable basis (between May 1 through and including August 31).

B) No part time employees may displace a full time employee and will be given a seniority date eighteen weeks prior to being put on the full time seniority list, provided they have worked at least seven hundred twenty (720) hours within the twelve (12) months preceding date of full time hire.

C) In recognition of the use of persons provided by Manpower or General Motors Jobs Opportunity Bank Program or some other similar agency or program, it is hereby agreed that the use of such workers shall not cause the layoff of regular employees. The use of such workers shall be generally limited to duties not normally performed by bargaining unit employees as a priority duty or responsibility.

The use of workers provided by similar programs, with funds provided by a source other than city funds, shall be subject to the same restrictions; provided however, it is not intended that such restrictions shall apply to the CETA Program or similar and/or successor program if utilized by the City.

SECTION NO. 46 - SEPARABILITY AND SAVINGS CLAUSE

A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B) In the event any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutual satisfactory replacement for such section or subsection during the period of invalidity or restraint.

C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure.

SECTION NO. 47 - DRIVER'S LICENSE

A) All full time employees of Group I shall be required to have a valid commercial drivers license with a "Group B" designation as required by the State of Michigan.

B) In the event an employee is unable to meet the requirements of the State of Michigan license certification, pursuant to the above paragraph within a

reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.

C) The City of Swartz Creek shall pay the cost of a valid commercial drivers license, as discussed in paragraph A above, in an amount not to exceed $20.00, provided, the employee shows evidence of a valid license and a paid receipt.

D) Paragraph C shall apply to only those Department of Public Service employees that as of July 1, 1991 have not secured a license pursuant to paragraph A, and for those Department of Public Service employees that were on the seniority list as of January 1, 1991.

SECTION NO. 48 - MAINTENANCE OF STANDARDS

A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment including wages and hours of work, as contained in this agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.

B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such errors are corrected within thirty (30) days from the date of error.

C) No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this agreement.

D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

SECTION NO. 49 - EXPIRATION

A) This agreement shall continue in full force and effect until midnight, June 30, 2000.

B) In the event either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of this agreement. The modification or amendment of any specific section or subsection shall not effect the remainder of this agreement.

C) If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN
A Municipal Corporation

Donna L. McCoy

Donna L. McCoy, Mayor

Korene D. Kelly

Korene D. Kelly, City Clerk

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES - Council No. 25 -
Local Union No. 1918-G

Barry Thurston

Barry Thurston, Council 25
Staff Representative

Frances L. Blair

Frances L. Blair, Bargaining Team

David L Wright 7-10-97

David L. Wright, Bargaining Team

APPROVED AS TO FORM:

Richard J. Figura

Richard J. Figura, City Attorney

DATE: 7-14-97